

PRE-BID CONFERENCE

IFB02-548668-17

A pre-bid conference will be held at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia on December 18, 2001 at 10 a.m. Attendance at the conference is urged for all prospective bidders.



FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT

12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

www.co.fairfax.va.us/dpsm

V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

SERVICE/CONTRACT: ☐ DEFINITE QUANTITY ☐ ESTIMATED ☐ COMBINATION

ISSUE DATE: December 4, 2001	INVITATION FOR BID: IFB02-548668-17	FOR: Re-roofing of Jefferson and McLean Fire Station
AGENCY: DPW&ES, FMD	DATE/TIME OF OPENING: January 3, 2002 at 2:30 p.m.	CONTRACT ADMINISTRATOR: Regina K. Mumford-Rush, 703-324-3227

Bid - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items upon which prices are quoted, at the price set opposite each item, delivered at designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County under acceptance below, items bid and accompanying papers will constitute a contract. NOTE: BID BONDS, PERFORMANCE BONDS AND PAYMENT BONDS ARE NOT REQUIRED.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

VA State Contractor's License No.:

Federal Social Security No.:

Prompt Payment Discount:

___% for payment within ___ days/net ___ days

Fairfax License Tax No.:

CHECK ONE: ☐ INDIVIDUAL

☐ PARTNERSHIP

☐ CORPORATION

State in which Incorporated: _____

Vendor Legally Authorized Signature

Date

(Impress Corporate
Seal Here)

Print Name and Title

Secretary

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in Paragraph 64 of the General Conditions and Instructions to Bidders, regarding financial disclosure requirements.

ACCEPTANCE AGREEMENT-COUNTY OF FAIRFAX (This is not an order--Purchase Order will follow.)

CONTRACT NUMBER: OT02-548668-17

DATE:

Accepted as to Item(s) Indicated:

Contract Administrator

Regina K. Mumford-Rush, CPPB

Purchasing Agent

ARMAND E. MALO, CPPO

Sealed bids in duplicate, subject to terms and conditions of this invitation will be received by the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0014 on opening date and time specified, and then publicly opened and read, for furnishing items specified therein delivered to specified destinations within the time specified or stipulated by the bidder.

COUNTY OF FAIRFAX

COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error).

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

I. AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: as predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the

purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.

PROFESSIONAL & CONSULTANT SERVICES: Any type of professional service which is either: 1) performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §11-37 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution), or 2) any other type of similar contractual service (including consultants), required by the Fairfax County Government but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of professional service required and at fair and reasonable compensation rather than by competitive sealed bidding.

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising, the mailing of an Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, bid Cover Sheets and Pricing Schedules are furnished in duplicate and all bids shall be submitted in duplicate, on the forms provided, properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 - 1) It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 - 2) The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
- c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:

1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
- g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

6. ERRORS IN BIDS-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

7. MAILING OF BIDS-All solicitation packages will contain a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used.

8. COMPLETENESS-To be responsive, a bid must include all information required by the solicitation.

9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

10. CONDITIONAL BIDS-Conditional bids are subject to rejection in whole or in part.

11. BIDS FOR ALL OR PART-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but

shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

12. AREA BIDS-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

13. TIME FOR RECEIVING BID-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic or facsimile bids/modifications will not be considered.

14. BIDDERS PRESENT-At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly and remain available for public inspection in the Office of the Purchasing Agent during regular County business hours for a period not less than thirty (30) calendar days after date of opening. Abstracts or tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.co.fairfax.va.us/dpsm> for a minimum of 30 days.

At the time fixed for the receipt of responses for request for proposals, only the names of the offerors will be read and made available to the public.

15. OMISSIONS & DISCREPANCIES-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements. Because of the large number of firms listed on the County's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the County's Bidders List.

17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise

tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into

consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance on previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on a debt or contract or is in default on a surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any addenda/amendments/Memoranda of Negotiations

26. TIE-BIDS – If two or more bidders submit bids that are identical as to price, authorized prompt payment discounts and delivery time, preference will be given to the resident Fairfax County tie bidder whose firm has its

principal place of business in the County, or if there be none, to the resident of Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public, except when in the judgement of the County such purchase would operate to the disadvantage of the County. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which

performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/*quality* to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. SMALL BUSINESS ENTERPRISE PROGRAM-

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible.
- b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.
- c. As used in this contract the term "small business" means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than \$1,000,000 in annual receipts.
- d. As used in this contract, the term "minority business" means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and persons with disabilities; a physical or mental impairment that substantially limits one or more of the major life activities of such individual, a record of such impairment, or who are regarded as having such an impairment.
- e. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- f. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and

Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's

name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the storekeeper at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on

the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order, invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the P.O. or to the appropriate address specified below:

- a. Fairfax County Public Schools
Assistant Superintendent - Financial Services
10700 Page Avenue
Fairfax, Virginia 22030
- b. County of Fairfax
Office of Finance
P. O. Box 1327, Drawer A
Fairfax, Virginia 22035
- c. Fairfax County Redevelopment and Housing Authority
Finance Division
3700 Pender Drive, Suite 300
Fairfax, Virginia 22030-7444
- d. Fairfax County Park Authority
12055 Government Center Parkway
Suite 927
Fairfax, Virginia 22035-1118

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in

accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on

the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.co.fairfax.va.us/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. REGISTERING OF CORPORATIONS-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209.

The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions

taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:

(a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

(b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;

5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4e of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4e, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in

the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-When stated specifically in the solicitation, the County Purchasing Agent of Fairfax County may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies, or agencies of the United States, for the purpose of combining requirements to increase efficiency or reduce administrative expenses. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE -During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor

maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$30,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Armand E. Malo
COUNTY PURCHASING AGENT

(Rev. 8/98)c

SPECIAL PROVISIONS1. INTENT OF CONTRACT:

- 1.1 The intent of this solicitation is to obtain sealed competitive bids to furnish all labor, materials and equipment to re-roof the Jefferson and McLean Fire Stations. Both buildings are located in Fairfax, Virginia. All work must be in accordance with all terms, conditions and specifications contained in the IFB.
- 1.2 Bidders are required to include the following in their bid. The County will not waive these requirements as minor informalities and failure to provide these requirements will result in the rejection of your bid.
 - Vendor's legal authorized signature
 - Notarized Safety Certification Violation page
 - State of Virginia's Contractor's License
 - Completion time

2. SITE INSPECTION:

- 2.1 The bidder is expected to have become familiar with and take into consideration, site conditions which may affect the work and to check all dimensions at the site.
- 2.2 Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work, the facilities for delivering, storing and placing materials and equipment and other conditions relating to construction and labor.
- 2.3 The bidder shall examine the premises and the site and compare them with any applicable drawings and specifications. He/she shall familiarize themselves with the existing conditions such as obstructive area levels and any problems related to erecting the required systems.
- 2.4 No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.
- 2.5 Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or County personnel at the site.

SPECIAL PROVISIONS (continued)3. USE OF PREMISES

- 3.1 On or about the premises and adjacent areas, the Contractor shall cause all apparatus, storage of materials, and activities of personnel to be confined to the limits indicated by law, ordinances, permits and the directions of the Owner's representative, and shall not encumber or permit the premises or adjacent areas to be encumbered with such materials or apparatus. The work site shall be kept in such orderly fashion as will not duly interfere with the progress of the work or the work of any other Contractor.
- 3.2 The Contractor shall be responsible for repairing or replacing any work damaged by his/her operations within ten (10) days after notification by the Owner's representative that damage has occurred.
- 3.3 It will be the responsibility of the Contractor to report in writing, to the Project Engineer any damages found prior to any work at the site.

4. CLEANING UP:

- 4.1 The Contractor shall at all times keep the premises and adjacent areas free from accumulations of waste material or rubbish. At the completion of the work, he/she shall cause to be removed from and about the premises and adjacent areas, all rubbish, tools, used for work and surplus materials and shall have the area "Broom Clean" and ready for use. In case of a dispute Fairfax County may remove rubbish or otherwise clean up, and may charge the Contractor either by deduction from amounts unpaid to the Contractor, or by other means with such cost as the Project Engineer shall determine to be fair and equitable.

5. PAYMENT:

- 5.1 Payments to the Contractor will be made as follows:

Not later than the 30 days from receipt by the County of a properly completed invoice, the Owner will make partial payment to the Construction Contractor on the basis of a duly certified approved estimate of the work performed during the preceding calendar month by the Construction Contractor, but the Owner will retain 5 percent of the amount of each such estimate until final completion and acceptance of all work covered by this contract. Upon filing with the Engineer copies of releases from the Seller, there may be included in the monthly estimates 95% of the value of all materials delivered to the site of the work which is to enter into actual construction thereof. Each monthly payment request document shall be an original and four copies and shall be submitted to the Engineer. The original document shall include original typing and signatures. The four copies shall include original signatures. All five documents shall be notarized. Payment will be made after submittal of an approved pay estimate. The amounts of monthly certifications for payment shall be considered approximate. The Owner reserves the right to withhold monthly payments if work is not proceeding according to contract.

SPECIAL PROVISIONS (continued)6. INTERPRETATION OF BID:

6.1 The Owner's representative for technical specifications and coordination questions is:

Terrance Ward, Project Engineer
DPW&ES, FMD,
Telephone: (703) 324-2849

6.2 The Owner's representative for contract administration questions is:

Regina K. Mumford-Rush, CPPB, Contract Administrator
Purchasing and Supply Management Agency
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0014

Telephone: (703) 324-3227

6.3 Whenever the term "Engineer", "Project Engineer", or similar terms are used, in preceding or subsequent paragraphs of this contract, it shall refer to the Owner's representative for technical specifications contract coordination.

7. INSURANCE REQUIREMENTS:

7.1 The Contractor shall not commence work on the site until he/she has obtained all insurance required under this article nor shall the Contractor allow any Subcontractor to commence work on his/her Subcontract until all similar insurance required of the Subcontractor has been obtained. The Contractor shall agree to furnish certificates of such coverage if requested by the County Purchasing Agent.

7.2 The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

7.3 The Contractor shall, during the continuance of all work under the Contract provide the following:

A. Maintain statutory Worker's Compensation and Employers' Liability insurance in limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

SPECIAL PROVISIONS (continued)

- B. The Contractor agrees to maintain Comprehensive General Liability insurance in the amount of \$500,000 per occurrence, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.
- C. The Contractor agrees to maintain, owned, non-owned, and hired Automobile Liability insurance, in the amount of \$500,000 per occurrence, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- D. Builder's Risk Policy:
- The Contractor shall provide Builder's Risk and Fire and Extended Coverage insurance to protect the County and Contractor and Subcontractors against loss caused by the perils insured in the amount of 100% of the insurable value of the contract. Such insurance value shall reflect any increases to the contract amount through change orders. Policy to be in Builder's Risk Completed Value forms, including the following:
1. Policies shall be written to include the names of contractors and County and the words "as their interest may appear";
 2. all insurance shall be in effect on or before the date when construction work is to commence; and
 3. all insurance shall be maintained in full force and effect until the final acceptance of the project by the County.
- E. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- F. The contractor agrees to maintain Environmental Impairment Liability including sudden and accidental pollution and in transit coverage as well as coverage for storage at site.

SPECIAL PROVISIONS (continued)

G. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub-contractor's work under this contract, or a copy of the endorsement itself.
2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

H. The Contractor shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the County, the contractor and subcontractors.

I. Rating Requirements:

1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market's policy holder surpluses are equal to or exceed the surpluses that correspond to Best's A:VI Rating or better.

J. Hold-harmless and Indemnification:

Article 63 (Page 7) of the General Conditions and Instructions to Bidders shall apply.

- K. The Contractor will provide an original, signed Certificate of Insurance and such endorsements as prescribed herein.
- L. The Contractor will secure and maintain all insurance certificates of its subcontractors which shall be made available to the County on demand.
- M. The Contractor will provide on demand certified copies of all insurance coverage related to the Contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.

SPECIAL PROVISIONS (continued)

- 7.4 No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45-day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.**
- 7.5 Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liability provisions of the Contract.
- 7.6 Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
- 7.7 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- 7.8 Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 7.9 The Contractor and all subcontractors and sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- 7.10 Any loss insured under subparagraph "7.3D" is to be adjusted with the County and made payable to the County as trustee for the requirements of any applicable mortgagee clause. The contractor shall pay each subcontractor a just share of any insurance monies received by the contractor, and by appropriate agreement, written where legally required for validity, shall require each subcontractor to make payments to his/her sub-subcontractors in similar manner.
- 7.11 When the County finds it necessary to occupy or use a portion or portions of the work prior to substantial completion thereof, such occupancy shall commence with a mutual agreement between the County and contractor. The insurance company or companies providing the property insurance recognize this contingency and shall provide evidence of such endorsement prior to commencement of work. This insurance shall not be canceled or lapsed for the unoccupied part of the building on account of such partial occupancy. Consent of the contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

SPECIAL PROVISIONS (continued)

7.12 The County, its officers and employees shall be named as an "additional insured" and "loss payee" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."

7.13 If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

7.14 Provide a contract number on the insurance certificate.

8. BID SECURITY:

8.1 Bid security is not required for this solicitation.

8.2 Fairfax County does not require Performance bond, Labor and Material Payment bond for projects under \$100,000.00 however, in the event the contractor's bid exceeds \$100,000.00, the contractor is required to submit Performance bonds, Labor and Material Payment bond.

9. STATE REGISTRATION OF CONTRACTOR:

9.1 If a contract is for seventy thousand dollars (\$70,000) or more, or if the total value of all construction, removal, repair or improvements undertaken by the bidder within any twelve-month period is five hundred thousand dollars (\$500,000) or more, the bidder is required under Title 54, Chapter 11, Code of Virginia (1950), as amended, to show evidence of being licensed as a "Class A Contractor". (Non Virginia licenses are not acceptable.) If a contract is seventy five hundred (\$7,500) dollars or more but less than seventy thousand dollars (\$70,000), the bidder is required to show evidence of being licensed as a "Class B Contractor". The bidder shall place on the Acceptance Page (DPSM 31) or Pricing Schedule, whichever of the following notations are appropriate.

10. ORDER OF PRECEDENCE:

10.1 In the event of conflict, the Acceptance Agreement and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, included herein.

11. PURCHASE ORDER:

11.1 A purchase order for the items listed in this Invitation for Bid will be enclosed with the resulting contract or will be issued shortly thereafter and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia and assures distribution of the necessary receiving reports.

SPECIAL PROVISIONS (continued)

11.2 The purchase order does not supersede any provisions of the Acceptance Agreement. Performance time and dates are determined solely by the contract and any modification thereto.

11.3 Services/supplies are not to begin until receipt of the purchase order or other notification by the County Purchasing Agent to proceed.

12. LIQUIDATED DAMAGES:

12.1 The time in which the Contractor agrees to complete the work is the essence of the contract and should the work not be completed within the time herein stated is understood and agreed that there will be deducted from the final payment the sum of Fifty dollars (\$50.00) per consecutive calendar day as liquidated damages, but not as penalty, for each day's delay after the expiration of such period including any extensions thereof and until final completion of the work and its acceptance by the Owner.

12.2 In addition, the Contractor shall also reimburse the Owner for the actual costs of inspection and supervision for the period for which liquidated damages are assessed.

13. EXTENSION OF TIME: NO WAIVER:

13.1 If the Contractor shall be delayed in the completion of his/her work by reason of unforeseeable causes beyond his/her control and without his/her fault of negligence, including but not restricted to acts of God or the public enemy; acts of neglect to the Owner, acts or neglect of any other Contractor, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotion, or freight embargoes, the period hereinabove specified for the completion of his/her work shall be extended by such time as shall be fixed by the Owner.

13.2 No such extension of time shall be deemed a waiver by the Owner or his right to terminate the contract for abandonment or delay by the Contractor as herein provided to relieve the Contractor from full responsibility for performance of his/her obligations hereunder.

13.3 Paragraph 49 of the General Conditions is amended to read, "DELAY - Should the contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. Claims for damages or extra compensation shall be limited to direct costs attributed to the delay."

- a. A Contractor making a claim against the County for costs or damages due to the alleged delaying of the Contractor in the performance of its work under any County Construction contract shall be liable to the County and shall pay it for a percentage of all costs incurred by the County in investigating, analyzing, negotiating, litigating and arbitrating the claim, which percentage shall be equal to the percentage of the Contractor's total delay claim which is determined through litigation or arbitration to be false or to have no basis in law or in fact.

SPECIAL PROVISIONS (continued)14. PROTECTION OF WORK AND PROPERTY:

- 14.1 The Contractor shall at all times safely guard the Owner's property from injury or losses in connection with this Contract. He/she shall at all times safely guard and protect his/her own work and that of adjacent property (as provided by law and the contract documents) from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the contract documents or by the Owner or by his/her duly authorized representatives. All passageways, guard fences, lights and other facilities required for protection by local authorities or local conditions must be provided and maintained.

15. POWER OF CONTRACTOR TO ACT IN EMERGENCY:

- 15.1 In case of an emergency, which threatens loss or injury of property and/ or safety of life, the Contractor will be allowed to act without previous instructions from the Engineer as he/she sees fit. He/she shall notify the Engineer thereof immediately thereafter.
- 15.2 Any compensation claimed by the Contractor due to such extra work shall be submitted to the Engineer for approval.
- 15.3 Where the Contractor has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work, or any adjoining property, upon authorization from the Engineer to prevent such threatened injury or damage, he/she shall act as instructed or authorized by the Engineer. The amount of reimbursement claimed by the Contractor on account of any such action shall be determined in the manner provided in Paragraph 33 hereof for the determination of compensation to be paid for extra work.

16. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE:

- 16.1 The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the final payment if this payment be improperly delayed. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance Bond.

SPECIAL PROVISIONS (continued)17. PLANS AND SPECIFICATIONS - INTERPRETATIONS:

17.1 The Contractor shall keep at the site of the work, one copy of the plans and specifications signed and identified by the Engineer and shall at all times give the Engineer and other representatives of the Owner access thereto. Anything shown on the plans and not mentioned in the specifications, or mentioned in the specifications and not shown in the plans, shall have the same effect as if shown or mentioned respectively in both. In case of any conflict or inconsistency between the plans and specifications the decision of the Engineer shall govern. Also any discrepancy between the figures and drawings shall be submitted by the Contractor to the Engineer whose decision thereon shall be conclusive.

18. SUPERINTENDENCE BY CONTRACTOR:

18.1 At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who can be continued in that capacity for the particular job involved, unless he/she ceases to be on the Contractor's payroll.

19. REPRESENTATIONS OF CONTRACTOR:

19.1 The Contractor represents and warrants:

- a. that he/she is financially solvent and that he/she is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by him/her; and
- b. that he/she is familiar with all Federal, State, municipal and department laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- c. that such temporary and permanent work required by the Contract Documents as is to be done by him/her can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and
- d. that he/she has carefully examined the plans, the specifications and the site of the work and that from his/her own investigations, he/she has satisfied themselves as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be Encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

SPECIAL PROVISIONS (continued)20. OWNER'S RIGHT TO WITHHOLD PAYMENTS:

20.1 The Owner may withhold from the Contractor so much of any approved payments due him as may in the judgement of the Owner be necessary:

- a. To assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;
- b. to protect the Owner from loss due to defective work not remedied or;
- c. to protect the Owner from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor or of any of his/her subcontractors. The Owner shall have the right as Agent for the Contractor, to apply any such amounts so withheld in such manner as the Owner may deem proper to satisfy such claims or to accrue such protection. Such applications of such money shall be deemed payments for the account of the Contractor.

21. OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT:

21.1 If:

- a. the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or
- b. a receiver or liquidator shall be appointed for the Contractor or for any of his/her property and shall not be dismissed within 20 days, or after such an appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days; or
- c. the Contractor shall refuse or fail, after Notice of Warning from the Engineer, to supply enough properly skilled workmen or proper materials; or
- d. the Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period; or
- e. the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or
- f. the Contractor shall fail or refuse to regard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of this contract, then and in any such event, the Owner, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the Contractor, terminate the employment of the Contractor and his/her right to proceed either as to the entire work or (at the option of the Owner) to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay) such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balance, the Contractor and his/her sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is terminated, the Owner may take

SPECIAL PROVISIONS (continued)

possession of and use such materials, appliances, supplies, plans and equipment as may be on the site of the work, and necessary therefore, for completing the work. If the Owner does not so terminate the right of the Contractor to proceed, the Contractor shall continue the work.

22. WEATHER CONDITIONS:

22.1 In the event of temporary suspension of work or during inclement weather, or whenever the Engineer shall direct, the Contractor will cause his/her subcontractors to protect carefully his/her, and their materials and work against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials have been damaged or injured by reason of failure on the part of the Contractor or any of his/her subcontractors to protect his/her work and materials, shall be removed and replaced at the expense of the Contractor.

23. ALL WORK SUBJECT TO CONTROL OF ENGINEER:

23.1 In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Engineer and shall perform all work to the satisfaction of the Engineer and at such times and places, by such methods and in such manner and sequence as he may require. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, Contract Documents, and any extra work orders and shall decide all other questions in connection with the work. The Contractor shall employ no plans, equipment, materials, methods or persons to which the engineer objects and shall remove no plant, materials, equipment or other facilities from the site of the work without the Engineer's permission. The Engineer shall confirm in writing, any oral order, direction, requirement or determination.

24. ENGINEER'S CONTROL NOT LIMITED:

24.1 The County's Project Manager will control the work under the contract. The successful bidder must perform all the work to the complete satisfaction of the Project Manager. Examples given or statements made in the Special Provisions and the Contract Documents pertaining to the method of work performance are examples, only. Bidders should not assume that the Project Manager's direction is limited to those items only, but applies to all work performed under the contract.

SPECIAL PROVISIONS (continued)25. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

25.1 Each and every provision of laws and clauses required by law to be inserted in this contract shall be deemed to be inserted herein and hereby incorporated by reference and the contract shall be read and enforced as though it were included herein and if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

26. CORRESPONDENCE:

26.1 All communications between the parties hereto relating to details, progress and coordination of the work shall be through the Engineer and shall be deemed binding only when in writing.

27. STORAGE OF MATERIALS:

27.1 Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces and not on the ground and shall be placed under cover when directed. Stored materials shall be located so as to facilitate proper inspection. Equipment which is delivered crated shall remain crated until ready for installation. Lawns, grass plots or other private property shall not be used for storage purposes without the written permission of the Owner or lessee.

28. WORKMANSHIP:

28.1 Only first-class work shall be performed and all materials furnished in carrying out this contract shall be of character and quality required by the specifications. Where no standard is specified, for such work or materials they shall be the best of their respective kinds. Any unsatisfactory work done or materials furnished at whatever time they may be discovered shall be immediately removed and satisfactorily replaced by the Contractor when notified to do so by the Engineer.

28.2 If the Contractor shall neglect or refuse to remove such unsatisfactory work or materials within forty-eight hours after the receipt of the above mentioned notice, or if he/she shall not make satisfactory progress in doing so, the Engineer may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or to become due the Contractor under the contract. Upon completion of the contract the entire work shall be delivered to the Owner perfect and complete in satisfactory working condition.

28.3 The contractor expressly undertakes at his own expense:

- a. to effect all cutting, fitting or patching of his work required to make same conform to the plans and specifications and except with consent of the Engineer not to cut or otherwise alter the work of any other contractor, and
- b. to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

29. INCOMPETENT OR DISORDERLY EMPLOYEES:

29.1 If any person employed on the work by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, such person shall be removed

SPECIAL PROVISIONS (continued)

immediately on the requisition of the Engineer, and shall not again be reemployed (on subject project) except on written consent of the Engineer.

30. CHANGES AND ALTERATIONS:

- 30.1 The Owner reserves the right through its Engineer to make such alterations in the installation of items of work shown on the plans, as may be necessitated by conditions found during construction that in the judgement of the Engineer appear advisable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the Owner's Engineer. If such changes increase the amount of the work or materials, the Contractor will be paid according to the quantity of work actually done at the prices established for such work under the contract. If such alterations or changes diminish the quantity of work to be done, they shall not constitute a claim for damages or for loss of anticipated profits in the work which may be dispensed with, and the work as constructed shall be paid for in accordance with the contract.

31. EXTRA WORK:

- 31.1 The Owner may, at any time, by a written order and without notice to the sureties require the performance of such extra work and/or changes, as it may find necessary or desirable.
- 31.2 The amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined by unit prices, or by a lump sum mutually agreed upon by the Owner and the Contractor.
- 31.3 A change proposed must be submitted within ten (10) days from the request for a proposal to change, add or delete work.
- a. The Contractor's proposal shall be on a lump sum basis and shall be itemized and segregated by labor, materials and equipment for the various components of the Change in the Work (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any Subcontractors who will perform any portion of the Change in the Work and of any persons who will furnish materials or equipment for incorporation therein.

SPECIAL PROVISIONS (continued)

- b. The portion of the proposal relating to labor, whether by the Contractor's forces or the forces of any of its Subcontractors, may include reasonable anticipated gross wages of Job Site labor including foremen, who will be directly involved in the Change in the Work (for such time as they will be so involved), plus payroll costs (including premium costs of overtime labor, if overtime is authorized, Social Security, Federal or State unemployment insurance taxes and fringe benefits required by collective bargaining agreements entered into by the Contractor or any such Subcontractor in connection with such labor).
- c. The portion of the proposal relating to material may include the reasonable anticipated costs to the Contractor or to any of its Sub-contractors of materials to be purchased for incorporation in the Change in Work, plus transportation and applicable sales or use taxes.
- d. The proposal may further include the Contractor's and any of his/her subcontractor's reasonable anticipated rental costs, except small hand tools, in connection with the Change in the Work (either actual rates or discounted local published rates).
- e. Base Cost is defined as the total of labor, material and rental as described in subparagraphs 31.3.b, c and d. The actual net cost in money to the Owner for the Change in the Work shall be computed as follows:
 - 1) If the Contractor performs the Change in the Work, his/her compensation will be the Base Costs as described above, plus a maximum mark-up of fifteen percent (15%) of the Base Cost for overhead and profit.
 - 2) If the work is performed by a bona fide Subcontractor, his/her compensation will be the Base Costs as herein described plus a maximum mark-up of fifteen percent (15%) of the Base Cost for overhead and profit. The Contractor's compensation will be a maximum mark-up of five percent (5%) of the Subcontractor's Base Cost for his/her overhead and profit.
 - 3) If the work is performed by a bona fide Sub-subcontractor, his/her compensation will be the Base Costs as herein described plus a maximum mark-up of fifteen percent (15%) for overhead and profit. The Subcontractor's compensation will be a maximum mark-up of five percent (5%) of the Sub-subcontractor's Base Cost for his/her overhead and profit. The Contractor's compensation will be a maximum mark-up of five percent (5%) of the Sub-subcontractor's Base Cost for his/her overhead and profit.
- f. The fifteen percent (15%) mark-up on the cost of labor and materials described above shall compensate the Contractor or Subcontractor or Sub-subcontractor for all indirect costs associated with or relating to the Change of the Work including, but not limited to, gross receipts tax, superintendence, small tools, reproduction, administration, insurance, bonds, safety, temporary structures and offices, all other general and administrative, home office and field office expenses and profit.

SPECIAL PROVISIONS (Continued)

- g. The five percent (5%) mark-up on the cost of labor and materials described above shall compensate the Contractor or Subcontractor for all indirect costs associated with or relating to the Change in the Work including but not limited to, gross receipt tax, superintendence, reproduction, administration, insurance bonds.
- h. In the event that it is necessary to increase the Contract Time in order to perform the Change in the Work, the Contractor shall provide an estimate of the increase in the Contract Time which shall be negotiated by the parties to the contract.
- i. If the Contractor's Proposed Change is rejected by the Owner as being with in the scope of the work required by the Contract Documents the Owner may, at its sole option and discretion, direct the Contractor to perform the work which is the subject of the said Proposed Change; the Contractor shall then promptly proceed with said work. Nothing herein shall excuse the timely performance by the Contractor of the Work because any Proposed Change is pending.

31.4 The provisions hereof shall not effect the power of the Contractor to act in case of an emergency as hereinafter provided.

32. DECREASES IN WORK UNDER LUMP SUM ITEMS:

32.1 Should it be deemed expedient by the Engineer at any time that the works are in progress to decrease the dimensions, quantity of material or work, or alter the situation or levels, or vary the form of dimensions of any part of the said work or vary in any other way the work herein contracted for, the Owner or Engineer shall have the full power to do so, if done in accordance with the said Contract and to order and direct such decreases to be made or performed and without in any way violating the effect of said Contract; and the Contractor shall in pursuance of such order and directions as he/she may require in writing from the said Owner or Engineer, execute the work thereby ordered and directed, and the difference in expense occasioned by such decrease or diminution so ordered shall be deducted from the amount payable under this contract in accordance with the specified provisions so named in the proposal and/or specifications. If not so named to cover such decrease as ordered, the Engineer shall ascertain the amount of deductions based on the proper, fair and reasonable allowance for the lesser amount of materials and labor required. If necessary in order to establish such fair allowance, the Contractor may be required to submit a detailed breakdown of his/her original bid for the items of work involved.

33. STANDARD PRODUCTS:

33.1 All materials, supplies, and articles furnished shall, wherever it is specified, and otherwise practicable, be the standard products of recognized, reputable manufacturers. The standard products of manufacturers other than those specified will be accepted when it is proved to be the satisfaction of the Engineer, that they are equal in strength, durability, usefulness and convenience for the purpose intended. Any changes required in the detail and dimensions indicated on the drawings, for the substitution of standard products other than those provided for, shall be properly made as approved by the Engineer and at the expense of the Contractor.

34. REJECTION OF INFERIOR MATERIAL:

34.1 It is definitely understood and agreed that an inspection and approval of the materials by the Engineer shall not in any way subject the Owner to pay for the said materials or any portion thereof, even though incorporated in the work if said materials shall in fact turn

SPECIAL PROVISIONS (Continued)

out to be undone or unfit to be used in the work nor shall such inspection be considered as any waiver of objection to the work on account of the unsoundness of the material used.

35. EXAMINATION OF DEFECTIVE WORK:

35.1 If the Engineer shall so require, the Contractor shall at any time during the continuance of this contract pull down or undo any part of the work and make such openings therein as may be required and enable the Engineer to make proper inspection and the Contractor shall make good again the work so pulled down, undone or opened to the said Engineer's satisfaction. If the work were found faulty, in any respect the whole of the expenses incurred shall be defrayed by the Contractor, but if the work were found not faulty by the Engineer, the expenses thereby incurred shall be defrayed by the Owner.

36. NECESSARY DETAILS NOT SPECIFICALLY MENTIONED:

36.1 It is understood and agreed that any and all work may be called for in the specifications and not shown on the plans, or shown on the plans and not called for in the specifications, shall be furnished and executed by the Contractor as if designated in both these ways, and should any work or material be required which is not denoted in the plans and specifications either directly or indirectly, but which is, nevertheless, necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required and that the Contractor shall furnish such materials as fully as if they were completely delineated and prescribed.

37. ERRORS:

37.1 The Contractor shall make no claim against the Owner because of the estimate, tests or representations of any kind affecting the work made by any officer or agent of the Owner may prove to be in any respect erroneous.

SPECIAL PROVISIONS (Continued)38. SUBMISSION OF BIDS:

- 38.1 Each bidder must use the attached bid form for submitting their bid. Bidder must show unit price and total price and/or lump sum price, if applicable, for each item for which a bid is submitted. Return two (2) copies of the Cover Sheet (DPSM31), duly signed with the corporate seal impressed, if applicable, and two (2) copies of the Pricing Schedule, keeping all remaining pages for your files. By executing the Cover Sheet, the bidder acknowledges that he/she has read this solicitation, understands it, and agrees to be bound by its terms and conditions. Bids may be submitted by mail or delivered in person. All bids must be received by the receptionist at the following location prior to the date and time specified: Department of Purchasing & Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0014.

39. EQUAL PRODUCTS AND SUBSTITUTIONS:

- 39.1 Unless otherwise provided in the Contract Documents the naming of a certain brand, make or manufacturer or article, devices, product, material, fixture, form or type construction by name, make or catalog number, shall convey the general style, type, character and standard of quality of the article desired and shall not be construed as limiting competition. Any Bidder, in such cases, may, with Owner approval, use any article, device, product, material, fixture, form or type of construction which in the judgment of the Owner is equal to that specified considering quality, workmanship, economy of operation, suitability for the purpose intended, and acceptability for use on the project. Approval by the Owner prior to bid opening will be in the form of an Addendum to the Specifications issued to all prospective Bidders indicating that the additional makes or brands are equivalent to those specified.

39.2 Substitutions Prior to Bid Opening:

- a. To obtain such approval on makes or brands of material other than those specified in Contract Documents, the Bidder shall submit his/her requests with adequate supporting technical data, as required below, to the Owner not less than ten (10) calendar days before the bid opening;
- b. The Bidder's request for approval of any substitution shall include:
 - 1) Complete data substantiating compliance of the proposed substitution with the Contract Documents,
 - 2) Product identification, including manufacturer's name, address and phone number,
 - 3) Manufacturer's literature showing complete product description, performance and test data, and all reference standards,
 - 4) Samples and colors in the case of articles or products,
 - 5) Name and address of similar projects on which the product was used and date of installation,
 - 6) For construction methods, include a detailed description for proposed method and drawings illustrating same, and

SPECIAL PROVISIONS (Continued)

- 7) Itemized comparison of proposed substitution with product or method specified;
- c. The Bidder's request for approval, prior to bid, shall also include a certification form, notarized, entitled "Bidder's Request for Equal Product or Substitution and Bidder's Representations". If approved by an Addendum, said form shall be resubmitted by the Bidder (and all other Bidders that desire to use the product or substitution) in the Bid package, at the time of bid.
- 39.3 The decision of the Owners regarding the approval of items for which substitution is requested will be final. In the event an approved substitution is later determined by the Owner to be unacceptable for any reason, including the necessity to perform extensive redesign or rework of the project in order to accommodate the substitution, or if it becomes apparent to Owner that the substituted item will not perform or function as well as the specified item, the Bidder will be required to furnish the original specified item or request approval to use another substitution. The Bidder will pay all costs, expenses or damages associated with or related to the unacceptability of a substitution and the resultant utilization of another item. The Bidder further understands and agrees that a time extension will not be granted due to delays associated with or related to the unacceptability of a substitution.
- 39.4 If a substitution is approved, no change in brand or make will be permitted unless satisfactory written evidence is presented to and approved by the Owner that the manufacturer cannot make scheduled delivery of the approved substitute item.
- 39.5 The Contractor may request approval for substitutions after award of the contract in accordance with the provision of this paragraph.
- 39.6 Substitutions will not be considered for approval by the Owner prior to or after award of the Contract if:
- a. The proposed substitution is indicated or implied on shop drawings or product data submittals and has not been formally submitted for approval by the Bidder in accordance with the above-stated requirements;
 - b. Acceptance of the proposed substitution will require substantial design revisions to the Contract Documents or is otherwise not acceptable to the Owner.
- 39.7 Bidders, other than the bidder who requested a particular substitution, that choose to utilize that substitution, as approved by addendum, shall comply with the submittal requirements of this paragraph. All provisions herein regarding the use of substitutions shall apply to all Bidders who choose to utilize said substitution.

SPECIAL PROVISIONS (Continued)40. COMMENCEMENT AND COMPLETION OF WORK:

- 40.1 The Contractor shall advise the Owner's representative a minimum of three (3) working days in advance of the date work is to commence.
- 40.2 Any work scheduled for weekends will be arranged 48 hours in advance.
- 40.3 Completion time must be stated IN DAYS in the appropriate spaces of the Pricing Schedule and/or Cover Sheet. Indefinite terms such as "promptly", "without delay", etc., will not be given consideration. **FAILURE TO INDICATE COMPLETION TIME SHALL BE CAUSE FOR REJECTION OF THE BID.**

41. PERMITS AND LICENSES:

- 41.1 The Contractor shall, without additional expense to the County, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. He/she shall be similarly responsible for all damages to persons or property that occur as a result of his/her fault or negligence. He/she shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He/she shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

42. FAIRFAX COUNTY CONSTRUCTION SAFETY RESOLUTION:

The Contractor shall comply with the resolution adopted by the Fairfax County Board of Supervisors on January 28, 1980, and modified on February 24, 1992, and March 13, 1995, as follows:

- 42.1 It shall be required that each bid submitted to the County for a contract for construction, alteration, and/or repairs, including painting or decorating, of a building, highway, street, bridge, sidewalk, culvert, sewer, excavation, grading, or any other construction, include a list of all the following safety violations which have become final in the three years prior to the bid submission:
- (A) Willful violations, violations for failure to abate, or repeated violations, for which the bidder was cited by (a) the United States Occupational Safety and Health Administration; (b) the Virginia Occupational Safety and Health Administration; or (c) the Occupational Safety and Health Plan of any other state; or
 - (B) Three (3) or more serious construction safety violations for which the bidder was cited by the (a) United States Occupational Safety and Health Administration; or (b) the Virginia Occupational Safety and Health Administration; or (c) the Occupational Safety and Health Plan from any other state.
 - (C) Termination of a contract between the contractor and the County by the Purchasing Agent or his designee for safety violations.

If the bidder has not received or been the subject of any such violations in the three years prior to the bid submission, then the bidder shall so indicate by certification of Safety Violations. The bidder will also indicate on this form each state in which work was performed in the three (3) years prior to bid submission.

SPECIAL PROVISIONS (Continued)

42.2 No County construction contract, as discussed above, may be bid on by any bidder or contractor who has been the subject of any citations for the type and number of violations listed in paragraph 42.1, above, which have become final within three years prior to bid submission.

- (A) Notwithstanding the language of paragraph 42.2, above, any bidder or contractor who has been the subject of a violation, as described in paragraph 42.1A, which has become final within three (3) years prior to bid submission, may bid, after a mandatory waiting period of twelve (12) months from the date the violation became final, if the bidder or contractor meets the eligibility criteria set forth in paragraph 42.4, below.
- (B) Notwithstanding the language of paragraph 42.2, above, any bidder or contractor who has been the subject of three (3) or more serious violations, as described in paragraph 42.1B, for a period of three (3) years following the date that last violation became final, may not bid unless after a twelve (12) month period, it demonstrates to the satisfaction of the County that it has taken all reasonable and appropriate steps to prevent a recurrence of such a violation.
- (C) Any bidder or contractor who has previously been terminated from a County contract as described in paragraph 42.1C for a period of three (3) years following termination, unless after a twelve (12) month period, the bidder or contractor demonstrates to the satisfaction of the County that it has taken all reasonable and appropriate steps to prevent a recurrence of such a violation.

42.3 Prior to bidding on a project under the provisions of paragraph 42.2, above, a contractor may request that a determination be made by the County's Purchasing Agent or designee, regarding its eligibility to submit a bid on a contract under the terms of this resolution. However, this request for determination and any subsequent adjudication process must be completed prior to submitting a bid on any project and the request for determination must be received no later than twenty-one (21) days before bids are due unless otherwise stated in the Advertisement for Bid.

42.4 At the request of the Purchasing Agent or designee, the County Risk Manager shall evaluate a contractor's eligibility. The criteria used by the Risk Manager in reviewing the corrective action taken by a bidder or contractor to prevent the recurrence of safety violations shall include but not be limited to the following:

- Does the firm have an established safety program? If so, how long has it been in existence?
- Does the firm incorporate safety and health related issues into their new employee orientation programs?
- Does the firm include work safety as a part of an employee's performance evaluation?
- To what degree does senior corporate management support safety related matters? Does the firm have a safety policy statement signed by a member of senior corporate management?
- Does the firm have a full time Safety Manager? Does this person report to a high level, authoritative position within the Company?
- Are safety inspections conducted at worksites? If so, how often and by whom?

SPECIAL PROVISIONS (Continued)

- Are safety training programs conducted for employees? If so, how often and by whom?
- Are safety "tailgate meetings" conducted by the firm? If so, how frequently?
- Does the firm have a visibly active safety committee? If so, how often does it meet? Who serves on the committee?
- Is the firm an active member of a recognized construction safety organization in the Washington Metropolitan Area, or in the state of contractor's domicile?
- What is the firm's Workers' Compensation Experience Modification Factor? Are there any evident trends?

The determination rendered by the Purchasing Agent or his designee shall be final unless it is appealed in accordance with the provisions of the solicitation or the Fairfax County Purchasing Resolution.

42.5 It shall be a condition of each County construction contract, as discussed above, that no Contractor or Subcontractor contracting for any part of the contract work shall require any laborer, mechanic, or other person employed in the performance of the contract to work in surroundings or under working conditions which are hazardous or dangerous to his safety, as determined under construction safety standards promulgated by the U.S. Department of Labor or the Virginia Department of Labor and Industry.

42.6 No contractor awarded a County construction contract shall knowingly employ or contract with any person, company, or corporation for services pursuant to that contract if such person, company, or corporation could not have been awarded such contract due to the restrictions in paragraph 45.2, above.

43. CONTACT FOR ADMINISTRATION:

43.1 In the event a contract is executed with your firm as a result of this solicitation, indicate the person(s) that may be contacted for prompt contract administration in the space provided on the Pricing Schedule.

SPECIAL PROVISIONS (Continued)44. PRE-BID CONFERENCE:

44.1 A pre-bid conference will be held on December 18, 2001 at 10 am in the Fairfax County Department of Purchasing and Supply Management, 12000 Government Center Parkway, Room 427, Fairfax, Virginia 22035. Attendees requiring special services are asked to provide their requirements to the County one-week in advance to allow for accommodation.

45. WARRANTY:

45.1 All work provided under this contract shall have, as a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship, installation, fraud, or such gross mistakes, as may amount to fraud. Bidder shall indicate on pricing page the manufacturers warranty on all mechanical equipment required if different than one year indicated above.

46. WITHDRAWAL OF BIDS BY A BIDDER:

46.1 A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his/her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgement mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of his/her claim of right to withdraw his/her bid within two (2) business days after the conclusion of the bid opening procedure.

47. AWARD OR REJECTION OF BIDS:

47.1 The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid.

47.1 Paragraph 24, "Award or Rejection of Bids" of the General Conditions and Instructions to Bidders is amended to add: "Unless cancelled or rejected, a responsive bid from the lowest responsive and responsible bidder shall be accepted as submitted, except that if a bid from the lowest responsive and responsible bidder exceeds available funds, the County may negotiate with the apparent low responsive and responsible bidder to obtain a contract price within available funds."

47.2 Negotiation may be undertaken when there is insufficient time to re-advertise with a modified specifications and/or there are no clearly definable elements of the specifications which can be removed to permit a re-advertisement or it is otherwise in the best interest of Fairfax County to negotiate.

SPECIAL PROVISIONS (Continued)

47.3 If negotiation is undertaken, the County may negotiate changes in the solicitation with the lowest responsive and responsible bidder to obtain a satisfactory price within available funds. If a satisfactory price cannot be agreed to, then the negotiation shall be terminated and the solicitation cancelled.

48. CONSTRUCTION SCHEDULE AND SCHEDULE OF VALUES:

48.1 Within two weeks after being selected as the Contractor for the project, the General Contractor shall provide a complete estimated construction progress schedule depicting time and efforts of all trades involved in the work. This shall be submitted for approval by the Owner's representative for Contract Coordination.

48.2 Prior to the first application for payment (ref: Special Provisions, paragraph 5), submit a proposed schedule of values to the owner's representative for contract coordination. The schedule of values should accurately reflect the cost of each activity as represented on the construction schedule (ref: Special Provisions, paragraph 48.1) and the sum of the increments shall total the contract price.

49. SUBCONTRACTING:

49.1 If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. A listing of registered firms by relevant trades or specialties is included as Appendix A to this solicitation package. An additional list of small, minority-owned and woman-owned Fairfax County businesses may be obtained from the Economic Development Authority Web site www.fairfaxcountyped.org.

49.2 Upon award of contract, the prime contractor agrees to make maximum effort to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided.

50. TIE BIDS:

50.1 Paragraph 26 of the General Conditions and Instructions to Bidders is deleted and replaced with the following: " If two or more bidders submit bids that are identical as to price, authorized prompt payment discounts and delivery times, preference will be given to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public, except when in the judgment of the County such purchase would operate to the disadvantage of the County. The decision of the County to make award to one or more of such bidders shall be final."

SPECIAL PROVISIONS (Continued)51. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

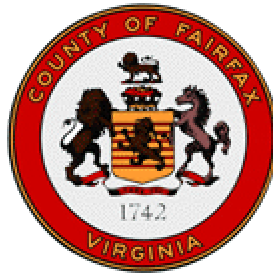
- 51.1 Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.

Your acceptance of this contract acknowledges your commitment and compliance with ADA.

52. NEWS RELEASES BY VENDORS:

- 52.1 As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

SPECIFICATIONS



JEFFERSON FIRE STATION REROOFING

LOCATION:

**3101 Hodge Place
Falls Church, Virginia 22042**

Prepared for

**County of Fairfax
DPW&ES
Facilities Management
Project Engineering & Energy Branch
Mr. Terrance Ward**

September 7, 2001

SPECIFICATIONS (continued)

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SPECIFICATIONS (continued)**SUMMARY OF WORK**

1. Remove existing two separate installations of built-up roofing down to bare metal/concrete deck and shall include all metal copings, flashings, counter flashings and aluminum roof edge and/or fascia.
2. Provide and install new Johns Mansville (4G1C) 4-ply built-up roofing system as specified, or approved equal, including all flashings, counter-flashings, roof edges, copings and other necessary accessories.
3. Provide and install walkway pads around each HVAC unit and as specified herein.

All information provided is to aid the contractor. Therefore, it is the Contractor's responsibility to check and verify site conditions.

The facility shall be kept dry at all times. Removal of any of the existing roof and installation of the new roof shall be carried out to ensure strict compliance in this regard.

The Contractor shall obtain a building permit prior to starting construction. The permit shall be posted and displayed at or near the main entrance of the facility.

No test cuts are permitted. All site visits shall be coordinated with the Project Engineer. Twenty-four hour prior notification is required.

SPECIFICATIONS (continued)

PART 1 – GENERAL

1.1 **DESCRIPTION:**

- 1.1.1 Furnish all labor, materials, tools, equipment, and services for all roofing, insulation, and associated flashing work as indicated in accordance with provisions of contract documents.
- 1.1.2 Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.
- 1.1.3 Construction and alteration work under this contract will be performed while the building is in use. Therefore, the Contractor shall exercise at most caution such as temporary fencing of asphalt kettle to ensure safety of anyone using the facility during the entire re-roofing operation. Contractor shall give full cooperation to the facility officials. All forms of interaction or communication with the facility officials shall be coordinated through the Engineer. Any work outside the contract shall be approved by a Change Work Order.

1.2 A. **QUALIFICATION OF APPLICATOR**

- 1.1.4 The installation of the Perma-Ply Roofing system shall be accomplished by a Manufacturer Certified Roofing Contractor. The roofing Contractor shall have previously installed the approved system for at least three years on projects comparable to the work of this contract, and upon written request of the owner, shall furnish the name and location of such roof installations. A minimum of sixty percent of the work to be completed must be done by the contractor's own work force.

B. **ON-SITE SUPERVISION:**

The Contractor shall employ a competent superintendent and/or foreman who shall be in attendance at the project site at all times during the progress of the work. The superintendent shall have full authority to represent the contractor and shall be capable of communicating fluently in English. All communications given to the superintendent/foreman shall be as binding as if given to the contractor.

1.3 **SUBMITTALS: SUBMIT THE FOLLOWING:**

- 1.3.1 **Evidence of applicator qualifications:** Applicator's evidence of being approved by manufacturer for the application of built-up roofing system.
- 1.3.2 **Certificate of Conformance:** Manufacturer's certification that materials are physically and chemically compatible with each other, that materials are in compliance with requirements of this specification, and that each material is suitable for the intended purpose. Materials not listed on the certificate will not be permitted in the work area.
- 1.3.3 **Membrane Manufacturer's Materials Data:** Manufacturer's specifications, shop-drawings of flashing, installation details, and detailed installation instructions for the products to be used in the fabrication of the roofing system.
- 1.3.4 **Samples:** Samples of the materials listed below shall be of the same type and quality as those specified herein. Samples shall bear labels indicating the manufacturer's name, product identification and lot number. Where materials are covered by a reference specification, the label shall bear the specification number, type, and class, as applicable. Submit the following:

SPECIFICATIONS (continued)

- a. Samples of all components.
- b. Minimum of one roof test cut inspection report, if requested by the Project Engineer.
- c. Manufacturer's standard sample size for each of the following (Sample must be labeled including name of manufacturer):

Roofing Ply	Cap Sheet
Roof Insulation	Elastomeric Cement
Plastic Cement	Base Flashing Material
Primer (Asphalt)	Other Fasteners
Bitumen (Each Type)	Metal Flashing

- 1.3.5 **Schedule:** Prior to beginning work, the Contractor shall submit for approval to the engineer the following items:

- 1. Daily work Schedule identifying start and finish date and time.
- 2. Detailed plan identifying the equipment and methods to be employed to accomplish the work specified in this contract.
- 3. A 24-hour emergency number with name and title of person to be contacted.

- 1.3.6 **Pre-Roofing Conference:** Prior to installation of roofing system, a meeting will be scheduled at the project site with the installer, roofing contractor and Owner's Representatives. The purpose of this meeting will be to tour representative areas of roofing, review requirements (contract documents), submittals, status of coordinating work, availability of materials and installation facilities, proposed installation schedule, requirements for inspection and testing or certifications, forecasted weather conditions, governing regulations, insurance requirements, and proposed installation procedures.

- 1.3.7 **Roof Loading:** Do not store materials on roof decks, nor position roofing installation equipment on roof decks, in concentrations exceeding design live load (for steeldecks, assume 30 pounds per square feet if design load is unknown).

1.4 **DELIVERY, STORAGE AND HANDLING:**

- 1.4.1 **Delivery:** Manufactured roofing materials shall be delivered in manufacturer's original unopened containers or wrapped with labels intact and legible. Where materials are covered by a referenced specification number, the labels shall bear the specification number, type and class of contents. Labels for bitumen shall identify the material as roofing asphalt and shall indicate whether the material is for use on low or steep sloping roof decks.

All bitumen delivered in tanker trucks or trailers shall be accompanied by manufacturer's certification stating manufacturer, D312-78 type, melting point and equiviscous temperature range (EVT).

- 1.4.2 **Storage:** Store and protect materials from damage and weather in accordance with the manufacturer's instructions, except as amended in this section. Keep materials clean and dry, and store them at a temperature between 60 degrees F. Use pallets to support and canvas tarpaulins or polyethylene to cover, stored materials top to bottom, on all sides.

SPECIFICATIONS (continued)

- 1.4.3 a. **Handling:** Use liquid components, including adhesives, within their shelf life period. When hazardous materials are involved, adhere to the special precautions of the manufacturer or as required by the General Provisions, whichever is most stringent. Promptly remove, from the site, materials contaminated by exposure to moisture. All liquid shall be mixed and applied as directed by manufacturer's instructions.
- b. **Equipment:** All equipment shall have rubber wheels and padded noses.

1.5 **ENVIRONMENTAL CONDITIONS:**

Application will not be permitted during high winds, inclement weather, or when air temperature is below 40 degrees F or when there is ice, frost, moisture, or visible dampness on the substrate surface. The Contractor shall proceed with the roofing work only when existing and forecasted weather conditions will permit work continuity and also the work shall be performed in accordance with the manufacturer's recommendations and warranty requirements.

1.6 A. **WARRANTY:**

The Contractor shall furnish the full twenty year "Unlimited Built-up/No Dollar Limit Roofing Warranty" for the built-up roofing system. The warranty shall be directly to the Owner, and shall start from the date of Owner's acceptance of work. The warranty shall cover materials and workmanship for installation and watertightness of the membrane and flashing installed.

The repair and replacement of defective materials and correction of defective workmanship shall be the responsibility of the manufacturer. Should the manufacturer or his approved applicator fail to perform repairs within 72 hours of notification, the warranty will not be voided because of work being performed by others to repair the roofing regardless of the manufacturer's warranty to the contrary. Regardless of the formal warranty from the built-up roofing manufacturer, during the first two years, the contractor shall rectify all workmanship related problems on the basis of a direct contact between the Owner's Representative and the Contractor. The Contractor shall respond to such requests within 24 hours.

- B. As part of the bid documents, the contractor shall submit written evidence from the roofing manufacturer that he is a certified roofing Contractor and eligible to provide the warranty called for. A copy of the warranty proposed by the contractor shall also be submitted with bid. Failure to provide either of the documents may result in disqualification of that bid, subject to the Owner's discretion.

1.7 **DEDUCTIONS FOR NOT KEEPING THE FACILITY DRY:**

Failure to keep the facility dry at all times will result in a deduction of \$500 per day for the period the Contractor fails to perform in this regard. The \$500 per day deduction shall be considered a just compensation for causing such disruption in the normal functions of the facility resulting in loss of production, and the time and travel expense incurred by the facility's employees, the County Project Engineer and other County personnel resulting from roof leaks directly attributed to the Contractor's performance.

Any damage to property and personnel shall not be covered in this deduction. Damage to property and personnel shall be dealt with accordingly as covered elsewhere in this contract.

SPECIFICATIONS (continued)**1.8. SUBSTITUTIONS:**

Products and manufacturers specified establish a minimum quality standard and do not limit bidding to any one product or manufacturer. Manufacturers desiring to have their products considered must submit the following:

- a. Complete product data substantiating compliance of proposed substitution with requirements stated in specifications;
- b. Product identification;
- c. Reference standards;
- d. Performance and test data;
- e. Samples, as applicable;
- f. Itemized comparison of the proposed substitution with the product specified;
- g. Data relating to changes in existing plans to accommodate substitution with product specified including any net change;
- h. Designation of availability of maintenance services, and sources of replacement materials. Substitute products shall not be ordered or installed without written acceptance by the Project Engineer. If the substitute product(s) require any additional work, such as redesign of the plans and specification, alteration in the facility, and investigation research, the contractor shall perform the work at no additional cost to the County. Complete shop drawings shall be submitted to the Engineer for approval of any alterations. Refer to "Special Provisions" paragraph 41 "Equal Products and Substitutions" for additional instructions.

PART 2 – PRODUCTS

- 2.1 **MATERIALS:** Materials shall meet the following requirements:
- 2.2 **ASPHALT:** Air blown asphalt manufactured specially for roofing purposes complying with or exceeding the current edition or latest revision of ASTM Specification D312-78. Type III shall be used for up to ½" slope (interply and surface) and for the application of roof insulation.
- 2.3 **PRIMER:** Asphalt primer conforming to ASTM Specification D41 or Federal Specification SS-A-701.
- 2.4
 - A. **INDUSTRIAL ROOF CEMENT:** Medium troweling cut-back asphalt mastic reinforced with non-asbestos fibers for general use in BUR systems complying with ASTM D 4897 Type II.
 - B. **BESTILE CEMENT:** Medium to heavy troweling, cut back asphalt mastic reinforced with non-asbestos fibers and special mineral stabilizers for use in vertical flashing applications in BUR systems.
 - C. **AQUAPATCH CEMENT:** Cut back asphalt mastic, reinforced with non-asbestos fibers formulated for use over both wet and dry surfaces.
- 2.5 **ADHESIVE:** Permstop adhesive or other fire retardant adhesive may be used in accordance with manufacturer's recommended specifications.

SPECIFICATIONS (continued)

- 2.6 **PLY SHEET:** Shall be Glasply Premier by Johns Mansville, or approved equal conforming to the requirements of ASTM D 2178 Type VI and as required in Manufacturer's specification. Premium asphalt-coated fiber glass ply sheet for use in built-up roofs, and having the following physical properties:

PHYSICAL PROPERTIES

Pliability, ½ in. (13 mm) Radius Bend.... No Failures
 Breaking Strength (min) 1bf/in (KN/M 60.0 (10.5)
 Longitudinal (with fiber grain) 60.0 (10.5)
 Net Dry Mass of Asphalt-Impregnated Glass Felt (min) lbs/100ft²
 Average of all Rolls 7.0 (342)
 Individual Rolls 6.0 (293)
 Moisture at Time of Manufacture (Max) 1.0%
 Mass of Desaturated Glass Felt (min) lbs/100ft² (g/m²) 1.9 (93)
 Bituminous Saturant (Asphalt (min) lbs/100ft² (g/m²) 3.0 (146)
 Ash 70-88%
 Parting Agent and Stabilizer (max lbs/100ft² (g/m²) 3.0 (146)

- 2.7 **CAP SHEET:** ASTM D 3909, asphalt impregnated and coated glass-fiber cap sheet with white coarse mineral granule top surfacing and fine mineral surfacing on bottom surface.

2.8 **ROOF INSULATION:**

- A. Top Layer:** Shall be a homogeneous insulation board, composed of expanded perlite, blended with selected binders and fibers. The top surface of the board shall be sealed with a special coating to prevent excessive absorption of asphalt during the installation process. Insulation board shall comply with the physical requirements of ASTM C 728. The insulation shall have a "C" value of 0.36 (R=2.04) and a nominal thickness of 1/2". The materials shall be Fesco Board Roof Insulation as manufactured by Johns Mansville or approved equal.
- B. Bottom Layer:** Shall be rigid roof insulation board composed of a closed cell polyisocyanurate foam core bonded in the foaming process to a universal fiber glass reinforced facer and shall comply with ASTM C1289 and Federal Specification HH-1-1972/Gen and HH-1-1972/3. The insulation must have a "C" value of 0.10, nominal thickness of 1.5". R-value 10. The insulation shall be E'NERG'Y 2 as manufactured by Johns Manville or approved equal.
- C.** Minimum insulation thickness at roof drains or gutters to be 1 ½" thick. Taper top, bottom, or both layers of insulation as necessary to achieve minimum of 1/8 inch per foot slope at roofing surface.

2.9 **FASTENERS:**

Base Flashings: Annular ring or screw type nails equal to "Simplex", "Stronghold" or "Mazemade" roofing cap nails.

- 2.10 **INSULATION FASTENERS:** Shall be Ultra Fast Fastener – UL & FM approved, as manufactured by Johns Mansville or approved equal.

- 2.11 **METAL WORK:** All metal work shall be 20-ounce copper, 22- gauge galvanized steel, 0.04" aluminum, or 3-pound lead where specified for flashings. Aluminum coping shall be pre-finished metal, color to be selected by Project Engineer. Roof edge/facia shall match existing color.

SPECIFICATIONS (continued)

- 2.12 **WOOD NAILERS AND CANT STRIPS:** Shall be number 2 or better lumber, pressure treated for rot resistance and with waterborne preservatives for above ground use, complying with AWPS LP-2, and Kiln dry wood to a maximum moisture content of 15% after treatment.
- 2.13 **FLASHINGS:** All base flashings shall be Dynaflex by Johns Mansville, or approved equal. Metal counter flashing shall be extended down over the flashing a minimum of 4". See attachments for detail on flashing of roof drains, expansion and pipe columns. Install lead flashing around roof drains and plumbing vents. All skylights to be properly flashed.
- 2.14 **WALKWAYS:** shall be 32"x32" sections of "Dynatred Plus" traffic pads by Johns Mansville, or approved equal.

PART 3 – EXECUTION:**3.1 PREPARATION**

- 3.1.1 Remove the existing two separate installations of built-up roofing system to the bare steel deck/concrete deck. Replacement of any deteriorated deck will be determined by the Project Engineer and shall match the existing deck. Remove all loose surface dirt, debris and dust from the roof deck by vacuuming, air blowing, sweeping or similar methods.

Installer must verify suitability of substrate to receive BUR system. Installation constitutes acceptance of responsibility for performance of roofing system.

3.2 SPECIAL PRECAUTIONS:

1. Do not store materials on roof decks, nor position roofing installation equipment on roof decks, in concentrations exceeding design live loading.
2. Restore to original condition other work or materials damaged during the handling and application of roofing, or replace with new materials.
3. Do not dilute primers, coatings, or sealants unless specifically recommended by the materials manufacturer's printed application instructions.
4. Keep all liquids in airtight containers, and keep containers closed except when removing materials.
5. Do not allow contact between various materials through mixing of remains, dual use of mixing, transporting, or application equipment. Do not use equipment containing the remains of previous materials.
6. Do not use cleaners for thinning primers or other materials.
7. The roof tear off shall be limited to and guided by the onset of inclement weather or the termination of the day's work, as approved by the Project Engineer.
8. Coordinate the installation of insulation, roofing sheets, flashings, stripping, coating and surfacings, so that insulation and felts are not exposed to precipitation nor exposed overnight. Provide cut-offs at the end of each day's work to cover exposed felts and insulation with course of coated felt with joints and edges sealed with roofing cement. Remove cut-offs immediately before resuming work. Glaze coat installed ply sheet courses at end of each day's work where final surfacing has not been installed.

SPECIFICATIONS (continued)

9. Coordinate the installation of roofing materials and associated work so as to provide a complete system complying with the recommendations of the manufacturer, and the installer involved in the work.
10. Cooperate with inspection and test agencies engaged by the Owner (or otherwise required) to perform services in connection with roofing and associated work.
11. Protect other work from spillage of roofing materials, and prevent materials from entering and clogging drains and conductors. Replace or restore other work, which is soiled or otherwise damaged by the performance of the roofing, and associated work.
12. Install built-up roofing system in strict accordance with manufacturer's instructions.

HEATING BITUMEN (ASPHALT):

13. A. Asphalt shall not be heated above 525 degrees F for Types II, III and IV unless otherwise specified by the manufacturer.
 1. Bitumen temperature at the point of application shall be +/- 25 degrees F of the Equiviscous Temperature (EVT).
 2. If the EVT is not known, bitumen temperature at the point of application shall be 375 degrees F to 425 degrees F for types II and III Asphalt.
 3. Maintain kettle temperature below the flash point (FP).
- B. Use separate kettles or tankers for each type of bitumen.
- C. The heating process shall be strictly regulated by means of an Automatic thermostatic control of any approved type for positive temperature control. Kettles or tankers shall be the immersion tube type, fired by liquid LP gas and shall have 100% safety shutoff.
- D. Provide thermometers that will clearly indicate temperatures to which materials have been heated. Thermometers shall be capable of accurately reading temperatures as high as 600 degrees F and as low as 0 degrees F. The thermometers shall be properly maintained at all times. If any under heated or overheated bitumen has been applied on the roof, remove that portion of the roof.
- E. Maintain the temperature of the bitumen at the point of application by using insulated pipes, buckets, luggers and other insulated roofers equipment as required by field conditions and as approved by the Owner's Representative. Check the temperature of the bitumen at the kettle and at the point of application. Maintain accurate thermometers on all roofing kettles.

SPECIFICATIONS (continued)

14. Wet or damaged materials should not be used. Never apply any roofing materials during rain or snow or to wet surfaces. Moisture trapped within the roofing system as a result of this can cause severe damage to the roof membrane and insulation.
15. All roofing ply felts should be well set into the hot bitumen, utilizing squeegee or some other device.
16. Do not mix different grades of bitumen or dilute the bitumen with any material.
17. It is essential that traffic be minimized on a freshly laid roof while the bitumen is still fluid. Bitumen displacement through the porous fiberglass ply felts can result from rooftop traffic during bitumen "set" time. This time should be assumed to be as long as 45 minutes.

3.3 **WORK SEQUENCE:** Arrange work to prevent use of newly constructed roofing for storage, walking surface or equipment movement. Provide protection if access is necessary and to protect new roofing surfaces and flashings from mechanical damage. Move material storage areas as work progresses to prevent damage to roofing system components; repair all damage.

3.4 **APPLICATION:** Apply the built-up roofing system strictly in accordance with the Manufacturer's Specification and the following paragraphs.

3.4.1 The most current edition of the Manufacturer's roofing system catalog shall be considered part of this specification and should be referred to for more specific application procedures and recommendations.

3.4.2 **Insulation: (Steel deck)**

The insulation shall be laid with edges parallel to flutes bearing on deck surface and shall not terminate unsupported over a channel. Roof insulation shall be as specified in section 2.8 of these specifications. The roof insulation shall be installed in 2 layers with joints staggered in one direction. The joints of the top layer shall be off-set a minimum of 6" from those of the bottom layer. Roof insulation shall be laid in 48 inch x 96 inch sizes wherever possible, in order to reduce the number of continuous joints in the finished direction.

Mechanically fasten first layer of roof insulation to the deck with insulation fasteners per FM I-90 requirements and Insulation Manufacturer's recommendations. The top surface of the previous layer shall be coated with 25-30 pounds of hot asphalt per 100 ft. of area for embedment to the next layer of roof insulation.

3.4.3 In no event shall more insulation be placed on the surface to be roofed than can be covered with roofing membrane prior to the onset of inclement weather or the termination of the day's work.

Protect insulation from water at all temporary terminations during installation by a suitable water cut-off, stripped with at least one ply and embedded in hot asphalt seal all incomplete edges of roofing assembly at the end of each day's work and when work must be discontinued due to inclement weather.

SPECIFICATIONS (continued)**3.4.4 Drainage:**

Create a four (ft) diameter minimum sump around each drain. All attempts shall be made to provide positive drainage and to minimize ponding on the roof. Water shall drain as freely as possible, within the existing roof slope, to all drainage fittings. Crickets and/or saddles shall be installed if necessary to aid in this regard. All Manufacturer's instructions and NRCA recommendations shall be strictly followed.

3.4.5 Flashings:

Flashing (2-Plies and Dynaflex) shall be installed at all intersections of roof with vertical surfaces, roof interruptions and penetrations, as per the manufacturer's written instructions and drawings. Base flashing shall extend up vertical surfaces 8 inches and onto the horizontal roof surface not less than 4 inches, except as shown otherwise on drawings. All flashings and terminations shall be securely fastened in the vertical plane perpendicular to the roof deck with manufacturer's approved fasteners to provide holding force of 150 pounds per linear foot for the expected life of the roof. Fasteners and their installation shall conform to manufacturer's requirements. Fasteners shall be installed at intervals not to exceed 4 inches O.C. unless otherwise indicated on drawings. Counter flashing shall be extended down over the flashing a minimum of 4" (vertical).

3.4.6 Pitch Pockets:

Pitch pockets shall be avoided as much as possible. In cases where pitch pockets are unavoidable, they shall be half filled with a non-shrink Cementitious Grout (Sikagrout 212 or approved equal) and half-filled with a pourable plastic sealer. Do not fill with asphalt.

3.4.7 Roofing Membrane Installation:

Before ply application is started, prepare surface by removing trash, debris, grease, oil, water, moisture and contaminants affecting the installation of the built-up roof.

3.4.8 A. Application of the Plies:

Embed three plies of fiberglass felt, as specified, in shingle fashion (starter sheets of 9", 18", 27" and 36" required), lapping 27-1/2 inches into uniform solid moppings of hot Type III asphalt, using a nominal 25 lb. Per 100 square foot per ply. Felts shall be lightly broomed or squeezed in place per manufacturer's recommendation.

Install each felt so that at least 3 plies of felt cover the substrate at all locations. Felts shall be installed so that they are firmly and uniformly set, without voids into the hot asphalt.

B. Application of Cap Sheet:

Install lapped granulated cap sheet starting at low point of roofing system. Offset laps from laps of preceding ply sheets and align cap sheet without stretching. Lap in direction to shed water. Extend cap sheet over and terminate beyond cants.

1. Embed cap sheet in a solid mopping of hot roofing asphalt applied at rate required by roofing system manufacturer.

3.4.9 Roof edge, Facia or Coping:

Install roof edge or coping to match existing width of roof edge or parapet-wall with a minimum of 4" facia fabricated from 0.04 inch aluminum with pre-finish. Color shall be approved by the Engineer. All sheet metal work shall conform to "SMACNA" standards.

3.4.10 Walkways:

Install Walk pads in accordance with layout indicated on attached drawings. Pads shall be placed around each roof-top equipment requiring regular maintenance eg., HVAC units, condensing units and exhaust fans.

SPECIFICATIONS (continued)

34.11

Inspection:

The Engineer shall be notified, at least 48 hours in advance, of the time and date when a manufacturer's representative inspector will conduct roof inspection for warranty eligibility.

3.4.12

Clean-up:

Remove debris, scraps, containers and other rubbish and trash resulting from installation of the roofing system from job site each day.



McLEAN FIRE STATION REROOFING

LOCATION:

**1455 Laughlin Avenue
McLean, Virginia 22101**

Prepared for

County of Fairfax
DPW&ES
Facilities Management
Project Engineering & Energy Branch
Mr. Terrance Ward

September 12, 2001

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SUMMARY OF WORK

1. Remove existing installation of gravel ballast on EPDM membrane roofing down to bare metal/nailable deck and shall include all metal copings, flashings, counter flashings and aluminum roof edge and/or fascia.
2. Provide and install new Johns Manville (3C/N-W/3PIN-W) APP modified bitumen roofing system as specified, or approved equal, including all insulation, flashings, counter-flashings, roof edges, copings and other necessary accessories.
3. Provide and install walkway pads around each HVAC unit and as specified herein.

All information provided is to aid the contractor. Therefore, it is the Contractor's responsibility to check and verify site conditions.

The facility shall be kept dry at all times. Removal of any of the existing roof and installation of the new roof shall be carried out to ensure strict compliance in this regard.

The Contractor shall obtain a building permit prior to starting construction. The permit shall be posted and displayed at or near the main entrance of the facility.

No test cuts are permitted. All site visits shall be coordinated with the Project Engineer. Twenty-four hour prior notification is required.

PART 1 – GENERAL

1.2 **DESCRIPTION:**

- 1.2.1 Furnish all labor, materials, tools, equipment, and services for all roofing, insulation, and associated flashing work as indicated in accordance with provisions of contract documents.
- 1.2.2 Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.
- 1.2.3 Construction and alteration work under this contract will be performed while the building is in use. Therefore, the Contractor shall exercise at most caution to ensure safety of anyone using the facility during the entire re-roofing operation. Contractor shall give full cooperation to the facility officials. All forms of interaction or communication with the facility officials shall be coordinated through the Engineer. Any work outside the contract shall be approved by a Change Work Order.

1.2 A. **QUALIFICATION OF APPLICATOR**

The installation of the APP Modified Bitumen Roofing system shall be accomplished by a Manufacturer Certified Roofing Contractor. The roofing Contractor shall have previously installed the approved system for at least three years on projects comparable to the work of this contract, and upon written request of the owner, shall furnish the name and location of such roof installations. A minimum of sixty percent of the work to be completed must be done by the contractor's own work force.

D. **ON-SITE SUPERVISION:**

The Contractor shall employ a competent superintendent and/or foreman who shall be in attendance at the project site at all times during the progress of the work. The superintendent shall have full authority to represent the contractor and shall be capable of communicating fluently in English. All communications given to the superintendent/foreman shall be as binding as if given to the contractor.

3 **SUBMITTALS: SUBMIT THE FOLLOWING:**

- 1.3.1 **Evidence of applicator qualifications:** Applicator's evidence of being approved by manufacturer for the application of built-up roofing system.
- 1.3.2 **Certificate of Conformance:** Manufacturer's certification that materials are physically and chemically compatible with each other, that materials are in compliance with requirements of this specification, and that each material is suitable for the intended purpose. Materials not listed on the certificate will not be permitted in the work area.
- 1.3.3 **Membrane Manufacturer's Materials Data:** Manufacturer's specifications, shop-drawings of flashing, installation details, and detailed installation instructions for the products to be used in the fabrication of the roofing system.
- 1.3.4 **Samples:** Samples of the materials listed below shall be of the same type and quality as those specified herein. Samples shall bear labels indicating the manufacturer's name, product identification and lot number. Where materials are covered by a reference specification, the label shall bear the specification number, type, and class, as applicable. Submit the following:

- a. Samples of all components.
- b. Minimum of one roof test cut inspection report, if requested by the Project Engineer.
- c. Manufacturer's standard sample size for each of the following (Sample must be labeled including name of manufacturer):

Roofing Intermediate Plies	Roofing Base plies
Roof Insulation	Cap Sheet
Asphalt Roofing Cement	Mastic Sealant
Asphalt	Base Flashing Material
APP Modified Bitumen Sheets	Other Fasteners
Metal Flashing	

1.3.6 Schedule: Prior to beginning work, the Contractor shall submit for approval to the engineer the following items:

1. Daily work Schedule identifying start and finish date and time.
2. Detailed plan identifying the equipment and methods to be employed to accomplish the work specified in this contract.
3. A 24-hour emergency number with name and title of person to be contacted.

1.3.7 Pre-Roofing Conference: Prior to installation of roofing system, a meeting will be scheduled at the project site with the installer, roofing contractor and Owner's Representatives. The purpose of this meeting will be to tour representative areas of roofing, review requirements (contract documents), submittals, status of coordinating work, availability of materials and installation facilities, proposed installation schedule, requirements for inspection and testing or certifications, forecasted weather conditions, governing regulations, insurance requirements, and proposed installation procedures.

1.3.8 Roof Loading: Do not store materials on roof decks, nor position roofing installation equipment on roof decks, in concentrations exceeding design live load (for steeldecks, assume 30 pounds per square feet if design load is unknown).

1.4 DELIVERY, STORAGE AND HANDLING:

1.4.1 Delivery: Manufactured roofing materials shall be delivered in manufacturer's original unopened containers or wrapped with labels intact and legible. Where materials are covered by a referenced specification number, the labels shall bear the specification number, type and class of contents. Labels for bitumen shall identify the material as roofing asphalt and shall indicate whether the material is for use on low or steep sloping roof decks.

All bitumen delivered in tanker trucks or trailers shall be accompanied by manufacturer's certification stating manufacturer, D312-78 type, melting point and equiviscous temperature range (EVT).

1.4.2 Storage: Store in original containers and protect materials from damage and weather in accordance with the manufacturer's instructions, except as amended in this section. Keep materials clean and dry, and store them at a temperature between 60 degrees F. Use pallets to support and canvas tarpaulins or polyethylene to cover, stored materials top to bottom, on all sides.

1.4.3 a. **Handling:** Use liquid components, including adhesives, within their shelf life period. When hazardous materials are involved, adhere to the special precautions of the manufacturer or as required by the General Provisions, whichever is most stringent. Promptly remove, from the site, materials contaminated by exposure to moisture. All liquid shall be mixed and applied as directed by manufacturer's instructions.

b. **Equipment:** All equipment shall have rubber wheels and padded noses.

1.5 ENVIRONMENTAL CONDITIONS: Application will not be permitted during high winds, inclement weather, or when air temperature is below 40 degrees F or when there is ice, frost, moisture, or visible dampness on the substrate surface. The Contractor shall proceed with the roofing work only when existing and forecasted weather conditions will permit work continuity and also the work shall be performed in accordance with the manufacturer's recommendations and warranty requirements.

1.6 A. **WARRANTY:** The Contractor shall furnish the full twenty year "Unlimited No Dollar Limit Roofing Warranty" for the APP Modified Bitumen roofing system. The warranty shall be directly to the Owner, and shall start from the date of Owner's acceptance of work. The warranty shall cover materials and workmanship for installation and watertightness of the membrane and flashing installed. The repair and replacement of defective materials and correction of defective workmanship shall be the responsibility of the manufacturer. Should the manufacturer or his approved applicator fail to perform repairs within 72 hours of notification, the warranty will not be voided because of work being performed by others to repair the roofing regardless of the manufacturer's warranty to the contrary. Regardless of the formal warranty from the built-up roofing manufacturer, during the first two years, the contractor shall rectify all workmanship related problems on the basis of a direct contact between the Owner's Representative and the Contractor. The Contractor shall respond to such requests within 24 hours.

B. As part of the bid documents, the contractor shall submit written evidence from the roofing manufacturer that he is a certified roofing Contractor and eligible to provide the warranty called for. A copy of the warranty proposed by the contractor shall also be submitted with bid. Failure to provide either of the documents may result in disqualification of that bid, subject to the Owner's discretion.

1.7 **DEDUCTIONS FOR NOT KEEPING THE FACILITY DRY:**

Failure to keep the facility dry at all times will result in a deduction of \$500 per day for the period the Contractor fails to perform in this regard. The \$500 per day deduction shall be considered a just compensation for causing such disruption in the normal functions of the facility resulting in loss of production, and the time and travel expense incurred by the facility's employees, the County Project Engineer and other County personnel resulting from roof leaks directly attributed to the Contractor's performance.

Any damage to property and personnel shall not be covered in this deduction. Damage to property and personnel shall be dealt with accordingly as covered elsewhere in this contract.

- 1.8 **SUBSTITUTIONS**: Products and manufacturers specified establish a minimum quality standard and do not limit bidding to any one product or manufacturer. Manufacturers desiring to have their products considered must submit the following:
- a. Complete product data substantiating compliance of proposed substitution with requirements stated in specifications;
 - b. Product identification;
 - c. Reference standards;
 - d. Performance and test data;
 - e. Samples, as applicable;
 - f. Itemized comparison of the proposed substitution with the product specified;
 - g. Data relating to changes in existing plans to accommodate substitution with product specified including any net change;
 - h. Designation of availability of maintenance services, and sources of replacement materials. Substitute products shall not be ordered or installed without written acceptance by the Project Engineer. If the substitute product(s) require any additional work, such as redesign of the plans and specification, alteration in the facility, and investigation research, the contractor shall perform the work at no additional cost to the County. Complete shop drawings shall be submitted to the Engineer for approval of any alterations. Refer to "Special Provisions" paragraph 41 "Equal Products and Substitutions" for additional instructions.

PART 2 – PRODUCTS

- 2.1 **MATERIALS**: Materials shall meet the following requirements:
- 2.2 **ASPHALT**: Air blown asphalt manufactured specially for roofing purposes complying with or exceeding the current edition or latest revision of ASTM Specification D312-78. Type III shall be used for up to ½" slope (interply and surface) and for the application of roof insulation.
- 2.3 **ASPHALT ROOFING CEMENT**: Asbestos free, of consistency required by roofing system manufacturer for application and complying with ASTM D 4586. Asphalt roofing cement to be used to adhere flashings or integral metal sheet flashings.
- 2.4.1 **MASTIC SEALANT**: Ploy isobutylene, plain or modified bitumen, non hardening, non-migrating, non-skinning and non-drying for use in moving joints in sheet metal accessories or dissimilar material transitions.
- 2.5 **ADHESIVE**: Permstop adhesive or other fire retardant adhesive may be used in accordance with manufacturer's recommended specifications.
- 2.6 **BASE SHEET**: Shall be APP Base by Johns Manville, or approved equal conforming to the requirements of ASTM 6509 and as required in Manufacturer's specifications. It is a glass fiber mat that is saturated and coated with a blend of APP polymer and high quality asphalt and is to be installed on all nailable surfaces. It has the following physical properties:

Typical Physical Properties	
Thickness	90 mils (2.2mm)
Tensile Strength @ 0°F (-18 °C)	
Machine Direction	106 lbs. Force/in. width (18.6kN/m)
Cross Machine Direction...	102 lbs. Force/in. width (17.9kN/m)
Elongation @ 0°F (-18 °C)	
Machine Direction	3.9%
Cross Machine Direction	3.7%
Tensile-Tear	
Machine Direction	95 lbs/in. (16.6 kN/m)
Cross Machine Direction	95 lbs/in. (16.6 kN/m)
Low Temperature Flexibility.....	14°F (-10°C)
Dimensional Stability	
Machine Direction	0.10% change
Cross Machine Direction	0.10% change
Sizes	
Rolls size.....	Approximately 1 square (15m ²)

- 2.7 **INTERPLY SHEET:** Shall be APPeX 4s by Johns Manville or approved equal conforming to ASTM 6222, Type 1, Grade S, and as required in Manufacturer's specifications. It is a tough, non-woven polyester mat that is saturated and coated with a blend of APP polymer and high quality asphalt, and has the following properties:

Typical Physical Properties	
Thickness.....	160 mils (4.0 mm)
Tensile Strength @ 0°F (-18 °C)	
Machine Direction	181 lbs. Force/in. width (31.7 kN/m)
Cross Machine Direction...	121 lbs. Force/in. width (21.2 kN/m)
Elongation @ 0°F (-18 °C)	
Machine Direction	42%
Cross Machine Direction	46%
Tensile-Tear	
Machine Direction	179 lbs/in. (31.3 kN/m)
Cross Machine Direction	149 lbs/in. (26.1 kN/m)
Low Temperature Flexibility.....	10°F (-12°C)
Dimensional Stability	
Machine Direction	0.90% change
Cross Machine Direction	0.60% change
Sizes	
Rolls size.....	Approximately 1 square (10m ²)
Roll weight.....	92 lbs. (41.8 kg)
Roll length.....	32' 10" (10.0 m)
Roll width.....	39 3/8" (1.0 m)

- 2.8 **CAP SHEET:** Shall be APPeX 4.5M by Johns Manville or approved equal conforming to ASTM G222, Type 1, Grade G, and as required in Manufacturer's specifications. It is a tough, non-woven polyester mat that is saturated and coated with a blend of APP polymer and high quality asphalt and impregnated with a covering layer of ceramic granules. It has the following properties:

Typical Physical Properties

Material meets or exceeds the criteria for ASTM 6222, Type 1, Grade G.	
Thickness.....	180 mils (4.5 mm)
Tensile Strength @ 0°F (180 °C)	
Machine Direction	151 lbs. Force/in. width (26.4 kN/m)
Cross Machine Direction...	105 lbs. Force/in. width (18.4 kN/m)
Elongation @ 0°F (-18 °C)	
Machine Direction	38%
Cross Machine Direction	42%
Tensile-Tear	
Machine Direction	175 lbs/in. (30.6 kN/m)
Cross Machine Direction	143 lbs/in. (25.0 kN/m)
Low Temperature Flexibility.....12°F (-11°C)	
Dimensional Stability	
Machine Direction	0.90% change
Cross Machine Direction	0.60% change
Sizes	
Rolls size.....	Approximately 1 square (10m ²)
Roll weight.....	112 lbs. (50.8 kg)
Roll length.....	32' 10" (10.0 m)
Roll width.....	39 3/8"(1.0 m)

2.9 **ROOF INSULATION:**

- A. Top Layer:** Shall be a homogeneous insulation board, composed of expanded perlite, blended with selected binders and fibers. The top surface of the board shall be sealed with a special coating to prevent excessive absorption of asphalt during the installation process. Insulation board shall comply with the physical requirements of ASTM C 728. The insulation shall have a "C" value of 0.36 (R=2.04) and a nominal thickness of 1-1/2 inches. The materials shall be Fesco Board Roof Insulation as manufactured by Johns Mansville or approved equal, and where specified, shall be Tapered Fesco Board, custom cut and tapered to a minimum of 1/8 inch per foot, or approved equal.
- B. Bottom Layer:** Shall be rigid roof insulation board composed of a closed cell polyisocyanurate foam core bonded in the foaming process to a universal fiber glass reinforced facer and shall comply with ASTM C1289 and Federal Specification HH-1-1972/Gen and HH-1-1972/3. The insulation must have a "C" value of 0.10, nominal thickness of 1.5". R-value 10. The insulation shall be E'NERG'Y 2 as manufactured by Johns Manville or approved equal.
- C.** Minimum insulation thickness at roof drains or gutters to be 1 ½" thick. Taper top, bottom, or both layers of insulation as necessary to achieve minimum of 1/8 inch per foot slope at roofing surface.

- 2.10 **BASE FLASHING:**
Annular ring or screw type nails equal to "Simplex", "Stronghold" or "Mazemade" roofing cap nails.
- 2.11 **INSULATION FASTENERS:** Shall be Ultra Fast Fastener – UL & FM approved, as manufactured by Johns Mansville or approved equal.
- 2.12 **METAL WORK:** All metal work shall be 20–ounce copper, 22– gauge galvanized steel, 0.04" aluminum, or 3-pound lead where specified for flashings. Aluminum coping shall be pre-finished metal, color to be selected by Project Engineer. Roof edge/facia shall match existing color.
- 2.13 **WOOD NAILERS:** Shall be number 2 or better lumber, pressure treated for rot resistance and with waterborne preservatives for above ground use, complying with AWPS LP-2, and Kiln dry wood to a maximum moisture content of 15% after treatment.
- 2.14 **CANT STRIPS:** shall be fire retardant as per Fesco Cant Plus by Johns Manville or approved equal.
- 2.15 **APP MODIFIED BITUMEN FLASHINGS:**
All base flashings shall be APPEX 4.5M by Johns Manville, or approved equal. Metal counter flashing shall be extended down over the flashing a minimum of 4". See attachments for detail on flashing of roof drains, expansion and pipe columns. Install lead flashing around roof drains and plumbing vents. All skylights to be properly flashed.
- 2.16 **WALKWAYS:** shall be 32"x32" sections of "Dynatred Plus" traffic pads by Johns Manville, or approved equal.

PART 3 –EXECUTION:

3.1 PREPARATION

- 3.1.1 Remove the existing gravel on EPDM roofing system to the bare steel deck/nailable deck. Replacement of any deteriorated deck will be determined by the Project Engineer and shall match the existing deck. Remove all loose surface dirt, debris and dust from the roof deck by vacuuming, air blowing, sweeping or similar methods.

Installer must verify suitability of substrate to receive APP Modified Bitumen system. Installation constitutes acceptance of responsibility for performance of roofing system.

3.2 SPECIAL PRECAUTIONS:

1. Do not store materials on roof decks, nor position roofing installation equipment on roof decks, in concentrations exceeding design live loading.
2. Restore to original condition other work or materials damaged during the handling and application of roofing, or replace with new materials.
3. Do not dilute primers, coatings, or sealants unless specifically recommended by the materials manufacturer's printed application instructions.
4. Keep all liquids in airtight containers, and keep containers closed except when removing materials.
5. Do not allow contact between various materials through mixing of remains, dual use of mixing, transporting, or application equipment. Do not use equipment containing the remains of previous materials.

6. Do not use cleaners for thinning primers or other materials.
7. The roof tear off shall be limited to and guided by the onset of inclement weather or the termination of the day's work, as approved by the Project Engineer.
8. When a complete roof cannot be installed in one operation, the following procedures are recommended:
 - A. Nailable Decks:
 - i. Apply one layer of approved JM base felt, lapping the felt 2" (51 mm), and nailing 9" (229 mm) o.c. along the lap and 12" (305 mm) o.c. through the center of the sheet. (Sheathing paper should first be installed on wood board decks.)
 - ii. Mop one ply of approved JM ply felt in ASTM D 312, Type III asphalt and apply a glaze coat of 10-15 lbs. per square (0.49-0.73 kg/m²) of Type III asphalt.
 - iii. An alternate would be to heat weld one layer of an APP or PAO modified bitumen cap sheet (smooth or mineral surfaced) over the base felt. **No** glaze coat of asphalt is applied.
 - iv. When the permanent roof is to be installed, inspect the roof and remove all damaged and blistered areas. Apply a layer of approved JM base felt nailed through the temporary roof and into the deck as the first layer of the roofing system. As an alternate, a layer of approved JM roof insulation may be mechanically fastened (with appropriate fasteners) through the temporary roof into the deck.
 - v. Proceed with installing the appropriate permanent roof specification.
 - B. Steel Decks:
 - i. Apply a minimum layer of Fesco Board of adequate thickness to the steel deck using the appropriate length UltraFast fasteners.
 - ii. Install a ply of a JM ply or base felt and an additional ply of fiber glass felt, both in hot steep asphalt.
 - iii. Finish with a 10-15 lbs. per square (0.49-0.73 kg/m²) glaze coat of hot steep asphalt.
 - iv. When the permanent roof is to be applied, inspect the roof area. If the insulation has not been damaged and is dry, remove any blistered or damaged felt. Prime the temporary roof with JM Concrete Primer at the rate of 1 gal./sq. (0.4 liters/m²) and then solid mop a layer of insulation board to the temporary roof with hot asphalt. Then apply the permanent roof system.
 - v. If the temporary membrane and/or roof insulation has been excessively damaged, remove all unusable material and replace.

- vi. Coordinate the installation of roofing materials and associated work so as to provide a complete system complying with the recommendations of the manufacturer, and the installer involved in the work.
- vii. Cooperate with inspection and test agencies engaged by the Owner (or otherwise required) to perform services in connection with roofing and associated work.
- viii. Protect other work from spillage of roofing materials, and prevent materials from entering and clogging drains and conductors. Replace or restore other work, which is soiled or otherwise damaged by the performance of the roofing, and associated work.
- ix. Install APP Modified Bitumen roofing system in strict accordance with manufacturer's instructions.

HEATING BITUMEN (ASPHALT):

- 9.
 - A. Asphalt shall not be heated above 525 degrees F for Types II, III and IV unless otherwise specified by the manufacturer.
 - 1. Bitumen temperature at the point of application shall be +/- 25 degrees F of the Equiviscous Temperature (EVT).
 - 2. If the EVT is not known, bitumen temperature at the point of application shall be 375 degrees F to 425 degrees F for types II and III Asphalt.
 - 3. Maintain kettle temperature below the flash point (FP).
 - B. Use separate kettles or tankers for each type of bitumen.
 - C. The heating process shall be strictly regulated by means of an Automatic thermostatic control of any approved type for positive temperature control. Kettles or tankers shall be the immersion tube type, fired by liquid LP gas and shall have 100% safety shutoff.
 - D. Provide thermometers that will clearly indicate temperatures to which materials have been heated. Thermometers shall be capable of accurately reading temperatures as high as 600 degrees F and as low as 0 degrees F. The thermometers shall be properly maintained at all times. If any under heated or overheated bitumen has been applied on the roof, remove that portion of the roof.
 - E. Maintain the temperature of the bitumen at the point of application by using insulated pipes, buckets, luggers and other insulated roofers equipment as required by field conditions and as approved by the Owner's Representative. Check the temperature of the bitumen at the kettle and at the point of application. Maintain accurate thermometers on all roofing kettles.

10. Wet or damaged materials should not be used. Never apply any roofing materials during rain or snow or to wet surfaces. Moisture trapped within the roofing system as a result of this can cause severe damage to the roof membrane and insulation.
11. All roofing ply felts should be well set into the hot bitumen, utilizing squeegee or some other device.
12. Do not mix different grades of bitumen or dilute the bitumen with any material.
13. It is essential that traffic be minimized on a freshly laid roof while the bitumen is still fluid. Bitumen displacement through the porous fiberglass ply felts can result from rooftop traffic during bitumen "set" time. This time should be assumed to be as long as 45 minutes.

3.3 **WORK SEQUENCE:** Arrange work to prevent use of newly constructed roofing for storage, walking surface or equipment movement. Provide protection if access is necessary and to protect new roofing surfaces and flashings from mechanical damage. Move material storage areas as work progresses to prevent damage to roofing system components; repair all damage.

3.4 **APPLICATION:** Apply the APP Modified Bitumen system strictly in accordance with the Manufacturer's Specification and the following paragraphs.

3.4.1 The most current edition of the Manufacturer's roofing system catalog shall be considered part of this specification and should be referred to for more specific application procedures and recommendations.

3.4.2 **Insulation: (Steel deck)**

The insulation shall be laid with edges parallel to flutes bearing on deck surface and shall not terminate unsupported over a channel. Roof insulation shall be as specified in section 2.8 of these specifications. The roof insulation shall be installed in 2 layers with joints staggered in one direction. The joints of the top layer shall be off-set a minimum of 6" from those of the bottom layer. Roof insulation shall be laid in 48 inch x 96 inch sizes wherever possible, in order to reduce the number of continuous joints in the finished direction.

Mechanically fasten first layer of roof insulation to the deck with insulation fasteners per FM I-90 requirements and Insulation Manufacturer's recommendations. The top surface of the previous layer shall be coated with 25-30 pounds of hot asphalt per 100 ft. of area for embedment to the next layer of roof insulation.

3.4.3 In no event shall more insulation be placed on the surface to be roofed than can be covered with roofing membrane prior to the onset of inclement weather or the termination of the day's work.

Protect insulation from water at all temporary terminations during installation by a suitable water cut-off, stripped with at least one ply and embedded in hot asphalt seal all incomplete edges of roofing assembly at the end of each day's work and when work must be discontinued due to inclement weather.

3.4.4 **Drainage:**

Create a four (ft) diameter minimum sump around each drain. All attempts shall be made to provide positive drainage and to minimize ponding on the roof. Water shall drain as freely as possible, within the existing roof slope, to all drainage fittings. Crickets and/or saddles shall be installed if necessary to aid in this regard. All Manufacturer's instructions and NRCA recommendations shall be strictly followed.

3.4.5 **Flashings:**

Flashing shall be installed at all intersections of roof with vertical surfaces, roof interruptions and penetrations, as per the manufacturer's written instructions and drawings. Base flashing shall extend up vertical surfaces 8 inches and onto the horizontal roof surface not less than 4 inches, except as shown otherwise on drawings. All flashings and terminations shall be securely fastened in the plane of the roof deck with manufacturer's approved fasteners to provide holding force of 150 pounds per linear foot for the expected life of the roof. Fasteners and their installation shall conform to manufacturer's requirements. Fasteners shall be installed at intervals not to exceed 4 inches O.C. unless otherwise indicated on drawings. Counter flashing shall be extended down over the flashing a minimum of 4" (vertical).

3.4.6 **Pitch Pockets:**

Pitch pockets shall be avoided as much as possible. In cases where pitch pockets are unavoidable, they shall be half filled with a non-shrink Cementitious Grout (Sikagrout 212 or approved equal) and half-filled with a pourable plastic sealer. Do not fill with asphalt.

3.4.7 **Roofing Membrane Installation:**

Before ply application is started, prepare surface by removing trash, debris, grease, oil, water, moisture and contaminants affecting the installation of the built-up roof.

3.4.8 **Heat Weld Application of the Plies:**

Roofing shall commence at the lowest point of the roof deck with laps installed so that water flows over and not against the lap. Align the roll in the course to be followed and unroll completely. Then roll both ends to the middle of the roll (Scrolling). Using the heat welding apparatus, apply the heat to the surface of the coiled portion of the roll until the surface reaches the proper application temperature (approximately 330°F [166°C]). The flame should be moved from side to side and the membrane slowly unrolled while pressing the heated portion of the roll into the underlying surface. Apply the heat across the full width of the roll and along the 4" (102mm) side lap area of previously installed roll making an "L" shape. As the surface of the roll is heated, it will develop a sheen. **The generation of smoke is an indication that the material is being overheated.** Repeat the operation with subsequent rolls, while maintaining a 4" (102mm) side lap and a 6" (152mm) end lap, the granules must be embedded by heating the end lap area and then pressing the granules into the compound using a rounded point trowel or an embedding tool. All laps should be rolled with a lap roller and a 1/8" (3mm) to 3/8" (10mm) bleed out of APP compound should extend beyond the lap. Check all laps for proper adhesion.

Caution: Never adhere APP products with hot asphalt.

3.4.9 **Roof edge, Facia or Coping:**

Install roof edge or coping to match existing width of roof edge or parapet-wall with a minimum of 4" facia fabricated from 0.04 inch aluminum with pre-finish. Color shall be approved by the Engineer. All sheet metal work shall conform to "SMACNA" standards.

3.4.10 **Walkways:**

Install Walk pads in accordance with layout indicated on attached drawings. Pads shall be placed around each roof-top equipment requiring regular maintenance eg., HVAC units, condensing units and exhaust fans.

2.3 **Inspection:**

The Engineer shall be notified, at least 48 hours in advance, of the time and date when a manufacturer's representative inspector will conduct roof inspection for warranty eligibility.

3.4.12 **Clean-up:**

Remove debris, scraps, containers and other rubbish and trash resulting from installation of the roofing system from job site each day.

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PRICING SCHEDULE

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- A. County of Fairfax Proposal Form/Acceptance Agreement (Cover Sheet)
- B. General Conditions, Pages 1 through 9
- C. Special Provisions & Specifications, Pages 10 through 60
- D. Pricing Schedule, Pages 61 through 66
- F. Listing of Potential Subcontractors, Appendix A
- G. Drawings for the Jefferson and McLean Fire Stations
- F. Purchase Order

SMALL AND MINORITY BUSINESS ENTERPRISES:

The Fairfax County Human Rights Ordinance and relevant Federal and State Laws, orders and regulations, require Fairfax County to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

Definitions:

1. Small Business:

Means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees, or less than \$1,000,000 in annual gross receipts. (Supercedes paragraph 41c of General Conditions and Instructions to Bidders.)

2. Minority Business:

Means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and **persons with disabilities:** a physical or mental impairment that substantially limits one or more of the major life activities of such individual, a record of such impairment, or who are regarded as having such an impairment. (Supercedes paragraph 41d of General Conditions and Instructions to Bidders.)

3. Sheltered Workshop:

Means a work-oriented rehabilitative facility with a controlled working environment and individual goals which utilizes work experience and related services for assisting the handicapped person to progress toward normal living and a productive vocational status.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

- | | | |
|---|--|---|
| <input type="checkbox"/> Owned by Person(s) with Disabilities | <input type="checkbox"/> Eskimo and Aleuts | <input type="checkbox"/> Sheltered Workshop |
| <input type="checkbox"/> Women Owned | <input type="checkbox"/> Small Business | <input type="checkbox"/> American Indian |
| <input type="checkbox"/> African American | <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Asian American |
| <input type="checkbox"/> Large Business | | |

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS:(Office)_____

TELEPHONE\FAX:(Office)_____ E-MAIL: _____

PAY TO ADDRESS: (If different from Firm address on Cover Page)

DPSM33

PRICING SCHEDULE (Continued)BIDDER'S REQUEST FOR EQUAL PRODUCT OR
SUBSTITUTION AND BIDDER'S REPRESENTATIONS

FROM:

In submitting this Bid, the Bidder declares its intention to provide the following equal product or substitution in accordance with the Addendum No. _____ and warrants that he has complied with requirements of Special Provisions, paragraph 39.

(Description)

The undersigned Bidder hereby represents and certifies the following:

1. He/she has investigated the proposed product or method and determined that it is equal or better in all respects to that specified and that it fully complies with all requirements of the Contract Documents;
2. He/she will meet all contract obligations with regard to this substitution;
3. He/she will coordinate installation of accepted substitutions into the work, making all such changes and any required schedule adjustments, at no additional cost to the Owner, as may be required for the work to be completed in all respects;
4. He/she waives all claims for additional costs and additional time related to substitutions which consequently become apparent. He also agrees to hold the Owner harmless for claims for extra costs and time incurred by other subcontractors and suppliers for changes or extra work that may, at some later date, be determined to be necessary in order for the work to function in the manner intended in the Contract Documents;
5. He/she will provide the same warranty and guarantee, and perform any work required in accordance therewith, for the substitution that is applicable to the specified item for which the substitution is requested;

6. Material will be installed, handled, stored, adjusted, tested, and operated in accordance with the manufacturers' recommendation and as specified in the Contract Documents;
7. In all cases new materials shall be used unless this provision is waived by notice from the Owner or unless otherwise specified in the Contract Documents; and
8. All material and workmanship shall in every respect be in accordance with what in the opinion of the Owner is in conformity with approved modern practice.

By:

State of _____)
County of _____) to wit:

On the _____ day of _____, 19____ before me
personally came and appeared _____, to me known, who
by me duly sworn, did depose and say that he is the
_____ of the _____;
_____;

that he has the authority to bind the above named firm; and he represents and certifies the foregoing statements are, to the best of his knowledge, true and complete.

(SEAL)

(66)

PRICING SCHEDULE (Continued)

CERTIFICATION OF SAFETY VIOLATIONS:

NAME(S) OF INSTALLER(S) AND/OR SUBCONTRACTOR: (Re: Paragraph 42.5)

NAME: _____

ADDRESS:

TELEPHONE NUMBER(S): _____

LIST SAFETY VIOLATIONS (Reference paragraph 42 Special Provisions).

If there were no safety violations list each state in which work was performed in past 3 (three) years:
(Ref. Paragraph 42.):

I hereby certify that the above information is correct to the best of my knowledge.

Principal
State of _____)
County of _____)

On this _____ day of _____, 19____, after first being duly sworn,
appeared before me, the undersigned Notary Public and executed the foregoing instrument and
acknowledge to me that he executed the same as and for the act and deed of said firm.

(SEAL) _____
Notary Public
My commission expires:

PRICING SCHEDULE (continued)

Provide all material, equipment and labor to re-roof the Jefferson and the McLean Fire Stations, Fairfax, Virginia, in accordance with all terms, conditions, specifications, and drawings contained herein.

1.	Jefferson Fire Station				
A.	Remove existing Built up roof systems. Removal shall be down to bare metal deck and shall include all metal copings, flashings and counter-flashings in accordance with specifications and drawings	1	LS	\$	\$
B.	Provide and install new Johns Mansville (4GIC) 4-ply built up roofing system as specified, or approved equal including all flashings, counter-flashings, gutters, copings and walkpads	1	LS	\$	\$
C.	Remove and replace deteriorated steel deck to match existing work as required. Project Engineer shall determine the quantity for this item after contractor removes existing roof	100	SF	\$	\$

COMPLETION TIME _____ DAYS AFTER NOTIFICATION TO PROCEED.

2.	McLean Fire Station				
A.	Remove existing ballasted EPDM roof system. Removal shall be down to bare metal / tectum deck and shall include all metal copings, flashings and counterflashings in accordance with specifications and drawings	1	LS	\$	\$
B.	Provide and install new Johns Mansville (3CIN-W/3PIN-W) APP modified roofing system as specified, or approved equal including all flashings, counterflashings, copings and walkpads	1	LS	\$	\$
C.	Remove and replace deteriorated steel deck to match existing work as required. Project Engineer shall determine the quantity for this item after contractor removes existing roof	100	SF	\$	\$

COMPLETION TIME _____ DAYS AFTER NOTIFICATION TO PROCEED.

REFERENCES

List below two (2) references for which you have performed similar contract work within the past two (2) years

NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

CONTACT NAME: _____

CONTACT NAME _____

TELEPHONE NUMBER: _____

TELEPHONE NUMBER: _____

CONTRACTOR'S LICENSE

Indicate the license number and classification for which your **company** has been issued a contractor's license by the Board of Contractor's of the State of Virginia as defined in § 54.1-1100 of the Code of Virginia.

License number _____

Classification _____

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Bidder's/Offeror's Checklist

This is a checklist of major items that offerors must include with their submission. Offerors should read this solicitation very carefully and meet all required provisions. In the event of conflict or omission, requirements in the Special Provisions or General Provisions of this solicitation shall take precedence over this checklist.

? Description of Item

?	1.	Cover Sheet must be filled out completely and shall bear the Vendor's Legally Authorized Signature.
?	2.	As specified, completion time shall be stated in days.
?	3.	If bidding an or equal, that is not the brand name specified, descriptive literature must be provided ten (10) days prior to bid opening.
?	4.	Bid only one price for each line item.
?	5.	Two copies of the cover sheet (DPSM30) and two copies of the Pricing Schedule (DPSM35) must be submitted PRIOR to the specified date and time to the indicated address or the bid will not be accepted.
?	6.	If any exceptions are taken to the contract specifications in this solicitation, they are itemized.
?	7.	Late bids (even a minute) are not accepted.
?	8.	Did you provide a Contractor's License Number on the Cover page and on the Pricing Schedule?
?	9.	Did you notarize the Safety Notification Page?
?	10.	

Bidders/Offerors Suggestion Form

IFB/RFP:_____

Date: _____

Vendor Name & Phone # (optional)_____

If any bidder/offeror has any suggestions for improving the format and/or content of this solicitation; they will be welcomed. If you have any suggestions, please return this form with your bid/proposal submission or fax your suggestion(s) to (703) 324-3228. Thank you.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.
